



# FULTON COUNTY

***Vision***

*People Families Neighborhoods*

***Mission***

*To serve, protect and govern in concert with  
local municipalities*

***Values***

*People Customer Services  
Ethics Resource Management  
Innovation Equal Opportunity*

**PURCHASING DEPARTMENT  
INVITATION to BID NO. 06ITB49315YC**

**Landscape Maintenance Services  
North & South Sites and Fire Stations**

**For**

**GENERAL SERVICES DEPARTMENT**

**BID DUE TIME AND DATE: 11:00 A.M., March 22, 2006  
PRE-BID CONFERENCE: 10:00 A.M., March 8, 2006  
PURCHASING CONTACT: Malcolm Tyson at (404) 730-5811  
E-MAIL: malcolm.tyson@co.fulton.ga.us**

**LOCATION: FULTON COUNTY PURCHASING DEPARTMENT  
130 PEACHTREE STREET, S.W., SUITE 1168  
ATLANTA, GA 30303**

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**INVITATION TO BID  
06ITB49315YC  
LANDSCAPE MAINTENANCE SERVICES**

**Purpose:**

Fulton County (County) is soliciting bids from qualified bidders to furnish all materials; labor, etc. to provide landscape maintenance for selected Fulton County north & south sites and fire stations for the General Services Department from date of award and continuing for twelve (12) consecutive months.

**Description of Project:**

To provide landscape maintenance for selected Fulton County sites for the General Services Department.

**Purchasing the Bid Document:**

This document and supporting documents can be downloaded at the Fulton County Website, <http://www.co.fulton.ga.us/> under "Bid Opportunities".

**Term of Contract:**

The term of the contract shall be for one (1) year with two (2) one (1) year renewal options subject to availability of funding, performance of the Contractor and approval of the Board of Commissioners (BOC).

**No Contact Provision**

It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.

- A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager's recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
- B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
- C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted Bid or proposal of the person, firm, or entity in violation is "non-responsive", and same shall not be considered for award.

**Bid Contact**

Information regarding the bid, either procedural or technical, may be obtained by contacting Alonzo Arnold, Assistant Purchasing Agent, [malcolm.tyson@co.fulton.ga.us](mailto:malcolm.tyson@co.fulton.ga.us), at (404) 730-5811 Fulton County Department of Purchasing. Information regarding the bid requirements may be obtained by using the following procedure. Inquiries must be submitted in writing to;

Fulton County Purchasing Department  
Attn: Malcolm Tyson, Assistant Purchasing Agent  
130 Peachtree Street, S.W. Suite 1168  
Atlanta, GA 30303  
Phone: (404) 730-5811  
Fax: (404) 335-5808  
Reference Bid #06ITB49315YC Landscape Maintenance Services

**Basis of Award**

The Contract, if awarded, will be awarded to multiple vendors who are the lowest responsive and responsible bidders. No bid may be withdrawn for a period of sixty (60) days after the date of bid opening except as permitted by O.C.G.A., §36-91-41 et seq., as amended. The successful bidder will be required to furnish a Performance Bond and Payment Bond, **on or before** the issuance of Notice to Proceed, each in the amount of 100% of the Contract Amount. All other required Contract Documents must be fully completed and executed by the Contractor and his/her Surety, and submitted to the Owner **on or before** the issuance of the Notice to Proceed.

Fulton County intends to award a contract to the lowest responsive and responsive bidder for each of the three (3) Groups. However; any or all groups may be awarded to a single vendor if the County determines that it is in its best interests to do so. Failure to submit a bid price for any location within a Group will deem your bid "non-responsive" for that particular Group.

Any award made as a result of this bid will be from the date a purchase order is issued and continue for twelve (12) consecutive months. Fulton County reserves the right to award this bid in whole or in part to one or several bidders and the right to cancel any award made at any time with thirty (30) day notice.

**Renewal:** Any award made as a result of this bid will be from the date of award and continuing for (12) twelve consecutive months. Fulton County reserves the right to renew this contract for two (2) additional twelve (12) month periods pending availability of department funding as well as compliance with county rules/policies, contract terms/conditions, and satisfactory contractor performance. Option year price increases shall not exceed the Consumer Price Index (CPI) as published by the Bureau of Labor Statistics of the U.S. Department of Labor with particular reference to the average shown on such index for "all items" for the Atlanta metropolitan area.

The bidder shall list on a separate sheet of paper any variation from, or exceptions to, the conditions and specifications of this bid. This sheet shall be labeled "Exceptions to Bid Conditions" and shall be attached to said bid.

Fulton County will have a minimum of ninety (90) days to process an award at the prices quoted. Issuance of a purchase order will bind the bid prices for the stated duration of the award.

The successful bidder will comply with all lawful agreements, if any, which the said successful bidder has made with any association, union, or other entity with respect to wages, salaries and working conditions as not to cause inconvenience, picketing, or work stoppages.

**Pre-Bid Conference**

Date: March 8, 2006  
Time: 10:00 A.M.  
Location: Fulton County Purchasing Department, Public Safety Building  
130 Peachtree Street, S.W. Suite 1168  
Atlanta, GA 30303

A pre-bid conference will be held in the Fulton County Purchasing Department Conference Room, located at 130 Peachtree Street, S.W. Suite 1168, Atlanta, Georgia 30303. ***Inquiries regarding the solicitation either technical or otherwise may be submitted in writing prior to the pre-bid conference and will be addressed at the pre-bid conference.*** Any additional questions asked at the pre-bid conference must be submitted in written form at the pre-bid conference and will be responded to in the form of an addendum with the County's official responses.

**The Pre-bid conference will be conducted for the purpose of explaining the County's bid process, the specifications/technical documents, and to provide an initial verbal, non-binding verbal response to questions concerning these bid specifications and to discuss issues from the bidders' perspective. However, no verbal response provided at the pre-bid conference binds the County. Only those responses to written and responded to by the County in written communications will be official.**

## SECTION 1

### INSTRUCTIONS TO BIDDERS

#### A. **Contract Documents**

The Contract Documents include the Invitation to Bid, Instructions to Bidders, Contractor's Bid (including all documentation accompanying the Bid and any post-Bid documentation required by the County prior to the Notice of Award), Bonds, all Special Conditions, General Conditions, Supplementary Conditions, Specifications, Drawings and addenda, together with written amendments, change orders, field orders and the Construction Manager's written interpretations and clarifications issued in accordance with the General Conditions on or after the date of the Contract Agreement. Shop drawing submittals reviewed in accordance with the General Conditions, geotechnical investigations and soils report and drawings of physical conditions in or relating to existing surface structures at or contiguous to the site are not Contract Documents. The Contract Documents shall define and describe the complete work to which they relate.

- B. **Definitions:** Where the following words or the pronouns used in their stead occur herein, they shall have the following meaning. If a conflict exists as to the meaning of a word, the definition existing in the General Conditions, if present, shall govern.

**Addenda** - the plural of addendum.

**Addendum** - a written or graphic change to the contract documents issued prior to bid opening which becomes a part of the specifications for the project.

**Advertisement** - public notice inviting bids or proposals on a specified project. Public Works Construction projects shall be published for four (4) consecutive weeks. All other projects shall be published for two (2) consecutive weeks. All projects shall be published on the Fulton County's website @ [www.co.fulton.ga.us](http://www.co.fulton.ga.us), under "Bid Opportunities".

**Amendment** – a change, addition, alteration, correction or revision to a bid or proposal or contract document.

**Annual contract** - any contract entered into for a specified period, with a contractor or a vendor, to provide the upon request with a specified product or service at a predetermined price/rate.

**Award** - approval by the Board of Commissioners, to begin the contracting process with the lowest most responsive and responsible bidder.

**Bid** - the formal process allowing prospective vendors to compete for goods and services sought by the County.

**Bid acceptance** - the acceptance of bids delivered to the Purchasing Agent at the time, place, and under the conditions contained in the invitation for bids and as further stipulated in the specifications document.

**Bid bond** - a form of bid security executed by the bidder as principal and by a surety to guarantee that the bidder will enter into a contract within a specified time and maintain

the bid prices submitted with his/her original bids and furnish any required payment and/or performance bonds.

**Bid guaranty** - a certified check, bid bond, cashier's check, for a sum of money deposited with the County by a bidder to guarantee that the bidder will enter into a contract within a specified time and maintain the bid prices submitted with his/her bid and furnish any required payment and/or performance bonds.

**Bid opening** - the public opening of bids received and accepted and the reading aloud of the name of each bidder and the amount of bid in the presence of one (1) or more witnesses at the time and place designated in the invitation to bid. For RFP openings only the name of the proponents are read aloud.

**Brand name or equal specification** – means a specification limited to one or more items by manufacturer's names or catalogue numbers to describe the standard of quality, performance and other salient characteristics needed to meet County requirements and which provides for the submission of equivalent products from any manufacturer.

**Brand name specifications** – means a specification limited to one or more items by manufacturer's names or catalogue numbers.

**CA** – Contract Administrator

**Change order** – means an alteration, addition, or deduction from the original scope of work as defined by the contract documents to address changes or unforeseen conditions necessary for project completion.

**Collusion** – a secret agreement, whether expressed or implied, to commit a fraudulent, deceitful, unlawful, or wrongful act.

**Collusive bidding** – a violation of antitrust statutes that consists of a response to a solicitation by two or more persons who have secretly agreed to circumvent laws and rules regarding independent and competitive bidding.

**County** - "County" shall mean the Fulton , Georgia, a political subdivision of the State of Georgia, and shall include all agencies, establishments or officials of the government of the .

**Countywide contract** - a contract for a specified service(s) executed for use by any agency within the County.

**Construction** - the process of building, altering, repairing, remodeling, improving or demolishing any public structure or building, or other public improvements of any kind to any public real property. It does not include the routine maintenance of existing structures, buildings or real property.

**Contract** - all types of agreements, including purchase orders, regardless of what they may be called, for the procurement or disposal of supplies, services, construction, professional or consultant services, and for the transfers of interest in real property.

**Contract documents** - the various parts of the contract including, but not limited to the contract agreement, the bid form, the payment and performance bond, any required insurance certificates, general and specific conditions and the specifications of the project.



**Contract file** - the grouping of all written determinations and other records pertaining to the solicitation, award or performance of a contract or purchase order in a designated file maintained by the County by the Purchasing Agent.

**Contract modification** - any written alteration in the terms of the contract including, but not limited to, the scope, manner of performance, specifications, delivery point, time and rate of delivery, period of performance, price, quantity, or other provision of any contract accomplished by mutual action of the parties to the contract.

**Contract sum** - the amount bid as adjusted by all contract modifications.

**Contractor** - any person or entity having a contract with the County.

**Days** - "Days" shall mean calendar days.

**Daily** – Required each day the facility is opened to the public. If required more than one time per day, indicate number of times. (e.g. "3 x Daily" or "3/Day" for three time each day)

**Debarment** – the exclusion of a person or company from participating in a procurement activity for an extended period of time, as specified by law, because of previous illegal or irresponsible action.

**Designee** - an authorized representative of a person holding superior position of responsibility.

**Encumbrance** - an obligation, chargeable to a budget appropriation, by a user department to pay for a specific procurement.

**Evaluation criteria** – factors relating to management capability, technical capability, method of meeting performance requirements, price, and other material considerations specified in the request for proposal that will be considered in determining to whom a contract will be awarded.

**Fidelity bond** – a form of insurance that secures an employer up to the amount stated in the bond for losses caused by dishonest acts of its employees.

**Final completion** - the completion of all work as required in accordance with the terms and conditions of the contract documents.

**Invitation to bid (ITB)** - all documents, whether attached or incorporated by reference, utilized for soliciting sealed bids.

**Invoice** - the document provided by vendors to the County as a demand for payment of goods or services provided under the provisions of a contract awarded by the County.

**Inspection** - an authorized representative of the County, or of the County's architect/engineer, assigned to make all necessary inspections, test, and reports of the work performed or being performed.

**Materials** - any substance(s) specified for use in the performance of the contract work.

**May** - denotes permissive.

**Monthly:** The task will be performed once each month. If required more than once per month (but less frequently than every week) indicate number of times per month. (e.g. "2 x Monthly" or "2/Month" if task is to be done twice a month.

**Multi-term contracts** - a contract executed for a specific period with the option to renew for additional periods of time.

**Notice To Proceed** - a written notice to the Contractor to begin the actual contract work, stating, if applicable, the date on which the contract time begins.

**Offer** - a proposal by an offeror submitted when procurement is made by a source selection method other than competitive sealed bidding.

**Offeror** – a person making an offer.

**Owner** - Fulton County Government, Georgia.

**Payment bond** - "Payment Bond" means a bond provided by a surety company authorized to do business in the state of Georgia, which guarantees to the County that all costs incurred by the Contractor relating to the performance of the contracted services (i.e., suppliers, subcontractors, etc.) shall be paid in a timely manner and fully satisfied at the completion of the contracted work.

**Performance bond** - "Performance Bond" means a bond provided by a surety company authorized to do business in the state of Georgia, which guarantees to the County that the services contracted for will be performed in accordance with the terms and conditions specified in the contract document.

**Pre-bid or pre-proposal conference** – a meeting scheduled prior to the opening of bids/proposals at which attendance by potential bidders/offerors may be optional or mandatory, to clarify the solicitation and respond to prospective bidder/offeror inquiries.

**Pre-qualifications** - required standards imposed in the best interest of the County as a condition of bidding, which must be met by an interested bidder in order to qualify to respond to an invitation for bids or a request for proposal.

**Procurement** - buying, purchasing, renting, leasing or otherwise acquiring any supplies, services or construction. Also includes all functions that pertain to the obtaining of any supply, service or construction, including a description of requirements, selection and solicitation of sources, preparation and award of contracts, and all phases of contract administration.

**Professional and consultant services** - those services within the scope of the practices of architecture, professional engineering, planning, landscape architecture, land surveying, the medical arts, management analysis, accounting or auditing, law, psychology or any other similar kind or type of professional practice.

**Public works construction** – means the building, altering, repairing, improving, or demolishing of any public structure or building or other public improvements of any kind to any public real property.

**Proposer** - one who submits a proposal.

**Proposal** - solicited submission of information from a prospective contractor which states how that offeror intends to perform certain work, its technical and business

qualifications, it's proposed delivery, warranty, other terms and conditions as those might differ from or supplement the County's solicitation requirements, and any other information requested by the County's solicitation. May also include such pricing information as may be required.

**Purchasing Agent** - the Director of the Fulton County Department of Purchasing the principal purchasing official for the County.

**Quarterly** - The task will be performed once during every three-month period.

**Quotation** - a bid of less than \$49,999.99 which can be solicited through the small purchases procedure.

**Request for Proposal** - all documents, whether attached or incorporated by reference, utilized for soliciting proposals.

**Requisition** - a document utilized by a using agency to request that a purchase order or contract be entered into for a specific need.

**Responsible bidder or responsible offeror** – means a person or entity that has the capability in all respects to perform fully and reliably the contract requirements.

**Responsive bidder or responsive offeror** - means a person or entity that has submitted a bid or proposal that conforms in all material respects to the requirements set forth in the invitation for bids or request for proposals.

**Scope of work** - means the work that is required by the contract documents.

**Scope of project** – means the work required by the original contract documents and any subsequent change orders required or appropriate to accomplish the intent of the project as described in the bid documents.

**Service contract** - a contract awarded for a type of service other than construction, professional or consultant service, such as janitorial, plumbing, security guard services, etc.

**Service** - the furnishings of labor, time or effort by a contractor, not involving the delivery of a specific end product other than reports which are merely incidental to the required performance. This term does not include employment agreements or collective bargaining agreements.

**Shall** - denotes imperative.

**Sole Source** – means those procurements made pursuant to a written determination by the governing authority that there is only one source for the required supply, service, or construction item.

**Solicitation** - an invitation for bid, a request for proposal, a request for quotation, or any other document issued by the County for the purpose of soliciting bids or proposals to perform a County contract.

**Specifications** – means any description of the physical or functional characteristics or of the nature of a supply, service or construction item. It may include a description of any

requirement for inspecting, testing or preparing a supply, service or construction item for delivery.

**Subcontractor** – any person undertaking part of the work of a contract under the control of the principal contractor.

**Substantial completion** - the date when construction is sufficiently complete, in accordance with the contract documents, so the County can occupy or utilize the work or designated portion thereof for the use for which it is intended.

**Surety** - the corporation, partnership, or individual licensed and authorized to do business in the state of Georgia, other than the contractor, executing payment, performance or bid bonds to be furnished to the County by the contractor.

**Work** - the furnishing of all labor, materials, tools, equipment and incidentals necessary by the Contractor for completion and performance of all duties and obligations imposed by the contract documents.

- C. **Bidder's Modification and Withdrawal of Bids:** A Bidder may modify or withdraw its bid by written request, provided that the request is received by the County prior to the bid due date and time at the address to which bids are to be submitted. Provided further, that in case of an electronic request (i.e. facsimile, e-mail, etc.) a written confirmation thereof over the authorized signature of the Bidder must be received by the County at the address to which original Bids are to be submitted within three (3) calendar days after issue of the electronic message. Following withdrawal of its bid, the Bidder may submit a new, providing delivery is affected prior to the established bid opening date and time. **No bid may be withdrawn after bid due date for sixty (60) calendar days.**
- D. **Addenda and Interpretations:** No interpretations of the meaning of the Drawings, Specifications or other pre-bid documents will be made to any Bidder orally. Bidders requiring clarification or interpretation of the Bidding Documents shall make a request to Malcolm Tyson, Assistant Purchasing Agent no later than **5:00 PM March 8, 2006**. Written requests for clarification or interpretation may be mailed, hand delivered, e-mailed or faxed to the Assistant Purchasing Agent at the address below, e-mail address or fax number. Telephone inquiries will not be accepted.

Malcolm Tyson, Assistant Purchasing Agent  
Department of Purchasing  
Fulton County Public Safety Building  
130 Peachtree Street, S.W., 1168  
Atlanta, GA 30303  
Fax: (404) 335 - 5808  
malcolm.tyson@co.fulton.ga.us

Only communications from firms that are in writing and signed will be recognized by the County as duly authorized expressions on behalf of proposers/bidders. Any and all such interpretations and any supplemental instructions will be in the form of written Addenda to the Specifications which, and if any addenda are issued to this Invitation to Bid.

- E. **Site Examination:** There will be a walkthrough for this project. Bidders should visit several named representative sites in the North, South, and Central Fulton County areas with the appointed General Services Department representatives.

**Bid:** All Bids must be made on the Bid forms contained herein. The Bid shall be enclosed in a sealed envelope, addressed to Department of Purchasing, Fulton County Public Safety Building, 130 Peachtree Street, S.W., Suite 1168 Atlanta, Georgia 30303 and labeled "Bid for **06ITB49315YC Landscape Maintenance Services**."

**REQUIRED SUBMITTALS:** The bidder **must complete and execute** the following:

1. Bid Form
2. Bid Schedule
3. Bid Bond
4. Certification of Acceptance of Bid/Proposal Requirements
5. Corporate or Partnership Certificate
6. Non-Collusion Affidavit of Prime Bidder
7. Non-Collusion Affidavit of Subcontractor
8. Contract Compliance Forms, fully executed
  - a. Promise of Non-Discrimination (Exhibit A)
  - b. Employment Report (Exhibit B)
  - c. Schedule of Intended Subcontractor Utilization (Exhibit C)
  - d. Letter of Intent to Perform As a Subcontractor or Provide Materials or Services (Exhibit D)
  - e. Declaration Regarding subcontractor Practices (Exhibit E)
  - f. Joint Venture Disclosure Affidavit (Exhibit F)
  - g. Equal Business Opportunity (EBO) Plan

Any bids received after the stated time and date shall not be considered. It shall be the sole responsibility of the bidder to have his/her bid delivered to the Fulton County Department of Purchasing for receipt on or before the stated time and date (section 00020). If a bid is sent by U.S. Mail, the bidder shall be responsible for its timely delivery to the Purchasing Department. Bids delayed by mail will not be considered, shall not be opened, and arrangements shall be made for their return at the bidder's request and expense.

The original signed bid with five (5) copies shall be submitted in a sealed package, clearly marked on the outside "Bid" for the **06ITB49315YC Landscape Maintenance Services**. Bid shall be publicly opened, with only the names and total bid price of the bidders disclosed at the opening.

- F. **Bid and Contract Security:** A Bid Bond for an amount equal to five percent (5%) of the bid amount must accompany each Proposal. The bid bond shall be submitted in a separate, sealed envelope marked "Bid Bond".

**Bids must be accompanied by a bid bond or certified check** in an amount of five percent (5%) of the TOTAL AMOUNT of the base bid. The bid bond or certified check shall apply **ONLY TO THIS BID**. The bid name and contract number must appear on the security instrument. The bond must remain in full force and effect until the Bidder executes the final Contract. Bids not satisfying the bonding requirements of this project will be declared non-responsive.

Any bid bond, performance bond, payment bond, or security deposit required for public works construction contract shall be approved and filed with purchasing agent. At the option of the County, if the surety named in the bond is other than a surety company authorized by law to do business in this state pursuant to a current certificate of authority

to transact surety business by the Commissioner of Insurance, such bond shall not be approved and filed unless such surety is on the United States Department of Treasury's list of approved bond sureties.

A Purchasing Agent shall approve as to form and as to the solvency of the surety any bid bond, performance bond, or payment bond required by this. In the case of a bid bond, such approval shall be obtained prior to acceptance of the bid or proposal. In the case of payment bonds and performance bonds, such approval shall be obtained prior to the execution of the contract.

Whenever, in the judgment of the County:

- (1) Any surety on a bid, performance, or payment bond has become insolvent;
- (2) Any corporation surety is not longer certified or approved by the Commissioner of Insurance to do business in the state; or
- (3) For any cause there are no longer proper or sufficient sureties on any or all the bonds

The County may require the contractor to strengthen any or all of the bonds or to furnish a new or additional bond or bonds within ten days. Thereupon, if so ordered by the County, all work on the contract shall cease unless such new or additional bond or bonds are furnished. If such bond or bonds are not furnished within such time, the County may terminate the contract and complete the same as the agent of and at the expense of the contractor and his or her sureties.

As a condition of responsiveness the bidder must contain a Bid Bond for an amount equal to 5% of the bid amount. The Bid Bond shall be included in a separate envelope marked on the outside "Bid Bond". Checks or letters of credit of any type will not be accepted. A certified cashier's check will be acceptable. Provide a completed and fully executed Bid Bond. When the bidder's package is opened, a purchasing agent will verify the presence of the Bid Bond and remove it from the Proposal Package.

If the bidder withdraws its bid from the competition after the selection of its bid for a reason not authorized by Georgia law, the County will proceed on the Bid Bond, along with any other available remedies.

The Surety of the Bid Bond shall be from a surety company authorized to do business in the State of Georgia, shall be listed in the Department of Treasury Circular 570, and shall have an underwriting limitation in excess of 100% of the bid amount. The Bonds and Surety shall be subject to approval by the County Attorney.

Attorneys-in-fact for bidders who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

- G. **Right to Reject Bids:** The County reserves the right to reject any or all bids and to waive informalities. No bids will be received after the time set for opening bids. Any unauthorized conditions, limitations or provisions attached to the Bid, except as provided herein, will render it informal and may cause its rejection. Unbalanced bids will be subject to rejection. Any bidder may withdraw his/her bid, either personally or by telegraphic or written request, at any time prior to the scheduled closing time for receipt of bids. Telegraphic or written requests for withdrawal must be in the possession of the County prior to the closing time for receipt of bids.

- H. **Applicable Laws:** All applicable laws and regulations of the State of Georgia and ordinances and regulations of Fulton County shall apply. Protestors shall seek resolution of their complaints in the manner provided in the Fulton County Code of Laws §2-324, which is incorporated by reference herein.
- I. **Examination of Contract Documents:** Prospective bidders shall examine the contract documents and before submitting a bid, shall make a written request to the County for an interpretation or correction of any ambiguity, in consistency or error therein which could be discovered by a bidder. At the bid opening each bidder shall be presumed to have read and be familiar with the contract documents.
- J. **Termination:** The County may terminate the contract resulting from this solicitation at any time the vendor fails to carry out the contract provisions, if in the opinion of the County, the performance of the contract is unreasonably delayed, or the vendor is in direct violation of the contract conditions. The County shall provide the vendor with notice of any conditions which violate or endanger the performance of the contract and, if after such notice the contractor fails to remedy such conditions within thirty (30) days, to the satisfaction of the County, the County may exercise their option in writing to terminate the Contract without further notice to the Contractor and order the Contractor to stop work immediately and vacate the premises. Vendor agrees by its bid submission that the County's decision is final and valid.
- K. **Indemnification and Hold Harmless Agreement:** The successful contractor will agree to indemnify, save harmless and defend the County, its agents, servants, and employees from all lawsuits, claims, demands, liabilities, losses and expenses for or on account of any injury or loss in connection with the work performed under this contract: Provided, however the Contractor shall not be liable for any damages resulting for the sole negligent or intentional acts or omission of the County and its employees, agents or representatives.
- L. **Bid Opening:** Bids will be opened in public and read aloud. All bidders are requested to be present at the opening.
- M. **Determination of Successful Bidder:** Fulton County desires to complete this work in a timely manner. The Contract will be awarded to the lowest responsive, responsible bidder(s), if awarded.
- 1) **Responsibility:** The determination of the bidder's responsibility will be made by the County based on whether the bidder meets the requirements set forth in the technical specifications.
    - a) The County reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the County that he/she is properly qualified to carry out the obligations of the Contract.
    - b) Is properly licensed to perform this type of work in Fulton County. Bidders must have a utility contractors license to perform this work. O.C.G.A. §43-14-8.3 (h)
    - c) Maintains a permanent place of business individually or in conjunction with the prime contractor.
    - d) Has the appropriate and adequate technical experience. Designated Project Manager must be proficient in all aspects of contracted work.
    - e) Has adequate personnel and equipment to do the work expeditiously.
    - f) Has suitable financial means to meet obligations incidental to the work.
    - g) The County reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the County that he/she is properly qualified to carry out the obligations of the Contract.

- 2) **Responsiveness:** The determination of responsiveness will be made by the County based on a consideration of whether the bidder has submitted a complete pricing sheet without irregularities, excisions, special conditions, or alternative bids for any item unless specifically requested in the Bid document.
- N. **Wage Clause:** Pursuant to 102-391, Each Contractor shall agree that in the performance of the Contract he will comply with all lawful agreements, if any, which the Contractor had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.
- O. **Notice of Award of Contract:** As soon as possible, and within sixty (60) days after receipt of bids, the County shall notify the successful Bidder of the Award of Contract.

The award shall be made by the Board of Commissioners of Fulton County to the lowest responsive, responsible bidder(s) as soon as possible after receipt of bids, taking into consideration price and the responsiveness to the requirements set forth in the Invitation for Bid. In such case, no claim shall be made by the selected Contractor(s) for loss of profit if the contract is not awarded or awarded for less work than is indicated and for less than the amount of his bid. The total of the awarded contract shall not exceed the available funds allocated for this project.

Should the County require additional time to award the contract, the time may be extended by mutual agreement between the County and the successful bidder. If an Award of Contract has not been made within sixty (60) days from the bid date or within the extension mutually agreed upon, the Bidder may withdraw the Bid without further liability on the part of either party.

Any award made by the Board of Commissioners as a result of this bid will begin from the date of the notice to proceed. The Bidder agrees hereby to commence work under this Contract, with adequate personnel and equipment, on a date to be specified in a written order of the Program Manager. The contract shall become effective on the Contract Date and shall continue in effect until the end of the term of the contract or until the project has been closed-out by the Program Manager unless earlier terminated pursuant to the termination provisions of the contract.

- P. **Execution of Contract Documents:** Upon notification of Award of Contract, the County shall furnish the Contractor the conformed copies of Contract Documents for execution by the Contractor and Contractor's surety.

Within fifteen (15) days after receipt the Contractor shall return all the documents properly executed by the Contractor and the Contractor's surety. Attached to each document shall be an original power-of-attorney for the person executing the bonds for the surety and certificates of insurance for the required insurance coverage.

After receipt of the documents executed by the Contractor and his surety with the power-of-attorney and certificates of insurance, the County shall complete the execution of the documents. Distribution of the completed documents will be made upon completion.

Should the contractor and/or surety fail to execute the documents within the time specified, the County shall have the right to proceed on the Bid Bond accompanying the bid.

If the County fails to execute the documents within the time limit specified, the Contractor shall have the right to withdraw the Contractor's bid without penalty.



Should an extension of any of the time limits stated above be required, this shall be done only by mutual agreement between both parties.

Any agreement or contract resulting from the acceptance of a bid shall be on a County approved document form. The County reserves the right to reject any agreement that does not conform to the Invitation for Bid and any County requirements for agreements and contracts. The County reserves the right to modify the agreement resulting from this bid upon the recommendation of the County Attorney.

- Q. **Joint Venture** Any Bidder intending to respond to this solicitation as a joint venture must submit an executed joint venture agreement with its offer. The agreement must designate those persons or entities authorized to execute documents or otherwise bind the joint venture in all transactions with Fulton County, or are accompanied by a document, binding upon the joint venture and its constituent members, making such designation. Offers from joint ventures that do not include these documents will be rejected as being non-responsive.
- R. **Contractors Compliance With All Assurances And/Or Promises Made In Response To Procurement:** Should any Bidder submit a response to the County promising to provide a certain level of service for either the scope of work, MFBE participation, or any other matter, including where such promise or assurance is greater than what is required by the procurement documents, and should this response containing the promise or assurance be accepted by the County and made a part of the Contract Documents, then this degree or level of service promised by the bidder relating to the scope of work, MFBE participation, or other matter shall be considered to be a material part of the Agreement between the bidder and the County, such that the bidder's failure to provide the agreed upon degree or level of service or participation shall be a material breach of the Agreement giving the County just cause to terminate the Agreement for cause, pursuant to the General Conditions of the Agreement.
- S. **Availability Of Funding:** Any award of work, contract, or service for any portion of the **06ITB49315YC Landscape Maintenance Services** will be conditional and subject to Fulton County obtaining financing through the issuance of water and sewer revenue bonds where the proceeds from such bonds are in an amount sufficient to fund the **06ITB49315YC Landscape Maintenance Services**. This conditional award will not be in effect until Fulton County has been successful in raising the required funds for payment of the **06ITB49315YC Landscape Maintenance Services**. If it proves impossible for Fulton County to raise the required funds, the conditional award will be cancelled by Fulton County without any recourse by the responding entity. The submittal of a bid in response to any phase of the procurement for the **06ITB49315YC Landscape Maintenance Services** serves as acceptance of this condition by the entity responding to the procurement. Without waiving any of the conditions contained herein, and solely for informational purposes, please be aware that the Fulton County Board of Commissioners has taken legislative action authorizing the Fulton County Director of Finance to procure the services of the various professionals that will assist in obtaining the bond proceeds, and it is anticipated that the funding will be in place by the second or third quarter of 2006.

**FULTON COUNTY PURCHASING DEPARTMENT****BID GENERAL REQUIREMENTS  
06ITB49315YC  
LANDSCAPE MAINTENANCE SERVICES**

The following information pertains to the submission of a Bid to Fulton County, and contains instructions on how Bids must be presented in order to be considered. Listed below are the requirements for all Bidders interested in doing business with Fulton County.

1. The Bid sheets included in this Invitation to Bid ("Bid") must be fully completed and returned with the Bid unless otherwise specified in writing by the Purchasing Department. Type or neatly print the date, company name, and the full legal name and title of the person(s) signing the Bid in the place provided at the bottom of each Bid sheet. Any additional sheets submitted must contain the same signature and Bidder information.
2. Original signature(s) must appear on each page of the Bid document. All signatures must be executed by person(s) having contracting authority for the Bidder.
3. Absolutely no fax Bids or reproduction Bids will be accepted, except that photocopies may be submitted in addition to the original when multiple copies of the Bid are specifically requested in the solicitation.
4. The envelope in which the Bid response is submitted must be sealed and clearly labeled with the Bid number, project title, due date and time, and the name of the company or individual submitting the proposal. Bids must be received by the opening date and time shown on this Bid in order to be considered. The Purchasing Agent has no obligation to consider Bids which are not in properly marked envelopes. Contract Compliance submittals shall be submitted in a separate sealed envelope or package.
5. The original and the required number of copies of the Bid must be returned to:

Fulton County Purchasing Agent  
Fulton County Purchasing Department  
130 Peachtree Street, S.W., Suite 1168  
Atlanta, Georgia 30303

- Any inquiries, questions, clarifications or suggestions regarding this solicitation should be submitted in writing to the Purchasing Contact Person. Contact with any other County personnel in regard to a current solicitation is strictly prohibited in accordance with Fulton County "No Contact" policy outlined in Section 35.
6. Show information and prices in the format requested. Prices are to be quoted F.O.B. Destination, and must include all costs chargeable to the Contractor executing the Contract, including taxes. Unless otherwise provided in the Contract, Fulton County shall have no liability for any cost not included in the price. The Contractor shall provide Fulton County the benefit through a reduction in price of any decrease in the Contractor's costs by reason of any tax exemption based upon Fulton County's status as a tax-exempt entity.

7. All prices Bid must be audited by the Bidder to ensure correctness before the Bid is submitted. The Bidder is solely responsible for the accuracy of information placed on a Bid sheet, including prices. Clerical or mathematical error is insufficient to void a successful Bid but a Bidder may withdraw a sealed Bid prior to opening without a penalty.
8. All prices must be submitted in the format requested and less all trade discounts. When multiple items are being Bid, Bidder must show both the unit price and the total extended price for each item. When applicable, the Bidder must include an additional lump sum Bid for groups or items. In the event a Bidder is offering an additional discount on groups of items, Bidder must indicate the total lump sum Bid for the particular group of items before any extra discount, the amount of extra discount, and the net total for the particular group. In the event of an extension error, unit pricing shall prevail.
9. By submitting a signed Bid, Bidder agrees to accept an award made as a result of that Bid under the terms and conditions spelled out in the Bid documents. In the event of a conflict between the different Bid documents, the County's cover Contract (if used) shall have precedence, followed in order by the Invitation to Bid, Purchase Order, Bid, Contractor's Warranty Agreement, Maintenance Agreement, and/or other Contractor provided agreements.
10. A Bidder may submit only one (1) Bid response for each specific Bid solicitation unless otherwise authorized in the specifications.
11. All prices submitted by the Bidder to Fulton County must be guaranteed by the authorized person(s) against any price increase for the time period designated in the Bid specifications, and Fulton County must be given the benefit of any price decrease occurring during such designated time period.
12. All items Bid must be new. Used, rebuilt and refurbished items will not be considered unless specifically authorized by Fulton County in the written specifications.
13. All Bidders must specify in the Bid response the earliest actual delivery date for each item unless otherwise specified in writing by Fulton County. The delivery date may be a factor in deciding the Bidder's capability to perform.
14. A successful Bidder's delivery ticket(s) and invoice(s) must list each item separately and must show Fulton County's purchase order number as well as the proper department and address to which delivery was made, as listed on the purchase order or in the Bidder's contract with Fulton County.
15. Unless clearly shown as "no substitute" or words to that effect, any items in this invitation to Bid which have been identified, described or referenced by a brand name or trade name are for reference only. Such identification is intended to be descriptive but not restrictive, and is to indicate the general quality and characteristics of products that may be offered. Each item Bid must be individually identified as to whether it is a specified item or an equivalent item by typing or printing after the item(s): The brand name; model or manufacturer's number, or identification regularly used in the trade. Deviations from the specifications must be clearly and fully listed on the Bid sheet, including photographs or cuts, specifications, and dimensions of the proposed "alternate". Fulton County is the sole judge of "exact equivalent", or "alternate". The factors to be considered are: function, design, materials, construction, workmanship, finishes, operating features, overall quality,

- local service facilities, warranty terms and service, and other relevant features of item(s) Bid.
16. For all Bids, Fulton County reserves the right to request representative samples. If requested, samples must be delivered at the Bidder's cost within three (3) business days. Samples are submitted at the risk of the Bidder and may be subjected to destructive tests by Fulton County. Samples must be plainly tagged with Fulton County's Bid number, item name, manufacturer, and the name of the Bidder.
  17. Item(s) Bid must be complete and ready to operate. No obvious omissions of components or necessary parts shall be made even though the specifications may not detail or mention them. Unit(s) must be furnished with factory installed equipment and must be comparable with the basic form, fit, and functional requirements which are all to be included in the base price as well as any other equipment included as standard by the manufacturer or generally provided to the buying public.
  18. All successful Bidders must assume full responsibility for all item(s) damaged prior to F.O.B. Destination delivery and agree to hold harmless Fulton County of all responsibility for prosecuting damage claims.
  19. All successful Bidders must assume full responsibility for replacement of all defective or damaged goods within thirty (30) days of notice by Fulton County of such defect or damage.
  20. All successful Bidders must assume full responsibility for providing or ensuring warranty service on any and all items including goods, materials, or equipment provided to the County with warranty coverage. If a successful Bidder is not the manufacturer, all manufacturers' warranties must be passed through to Fulton County. The Bidder and not Fulton County is responsible for contacting the manufacturer of the warranty service provided during the warranty period and supervising the completion of the warranty service to the satisfaction of Fulton County.
  21. As a successful Bidder providing any equipment which requires fitting and assembly, the Bidder shall be solely responsible for such installation being performed by a manufacturer's authorized or approved servicer or an experienced worker, utilizing workmanship of the highest caliber. The Bidder must verify all dimensions at the site, shall be responsible for their correctness, and shall be responsible for the availability of replacement parts when specified in writing by Fulton County in the specifications, purchase order, or other contract.
  22. A successful Bidder is solely responsible for disposing of all wrappings, crating, and other disposable material upon deliver of item(s).
  23. All Bidders are required to be authorized distributors or regularly engaged in the sale or distribution of the type of goods, materials, equipment or services for which the Bidder is submitting a Bid response in addition, all Bidders are required to provide Fulton County with three (3) written references documenting the successful completion of Bids or contracts for the types of items including goods, materials, equipment, or services for which the Bidder is submitting a Bid response. In instances where a Bidder has never supplied such goods, material, equipment, or services before, the Bidder must submit with the Bid response a statement and supporting documentation demonstrating such expertise, knowledge, or experience to establish the Bidder as a responsible Bidder, capable of meeting the Bid

requirements should an award be made. No exceptions to this provision will be made unless authorized in the Bid specifications.

24. Bidders may be required to furnish evidence that they maintain permanent places of business of a type and nature compatible with their Bid proposal, and are in all respects competent and eligible vendors to fulfill the terms of the specifications. Fulton County may make such investigations as it deems necessary to determine the ability of the Bidder to perform such work, and reserves the right to reject any Bidder if evidence fails to indicate that the Bidder is qualified to carry out the obligation of the Contract and to complete the work satisfactorily.
25. All Bidders must comply with all Fulton County Purchasing laws, policies, and procedures, non-discrimination in contracting and procurement ordinances, and relevant state and federal laws including but not limited to compliance with EEOC hiring guidelines and requirements under the Americans with Disabilities Act. Successful Bidder must obtain all permits, licenses, and inspections as required and furnish all labor, materials, insurance, equipment, tools, supervision, and incidentals necessary to accomplish the work in these specifications.
26. If a successful Bidder is unable or unwilling to enter into a Contract with Fulton County subsequent to being granted an award, or who fails to perform in accordance with the Bid specifications the Bidder will be subject to damages and all other relief allowed by law.
27. Successful Bidders contract directly with Fulton County and are the party or parties obligated to perform. Contracts may not be assigned and any failure to perform the Contract in accordance with the specifications will constitute a breach of Contract and may result in a Bidder being found to be "non-responsive" in the future.
28. In case of default by the successful Bidder, Fulton County may procure the articles for services from another source and hold the successful Bidder responsible for any resulting excess cost.
29. The County may award any Bid in whole or in part to one or more vendors or reject all Bids and/or waive any technicalities if it is in the best interests of the County to do so. In the event that all Bids are not rejected, Bids for items including goods, materials, equipment, and services will be awarded to the lowest "responsible" Bidder(s) as determined by Fulton County. Submitting the lowest Bid, as published at the Bid opening, does not constitute an award or the mutual expectation of an award of a Contract and purchase order. For purposes of this notice and the attached Bid sheets, a purchase order is a Contract to provide items including goods, materials, equipment, and services and is intended to have the full force and effect of a Contract. A breach of the terms and conditions of a purchase order constitutes a breach of Contract.
30. Bids for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1 et seq.) may withdrawn as follows:

Competitive sealed Bids ("Bid") may not be revoked or withdrawn until 60 days after the time set by the governmental entity for opening of Bids. At the end of this time period, the Bid will cease to be valid, unless the Bidder provides written notice to the County prior to the scheduled expiration date that the Bid will be extended for a time period specified by the County.

31. In the evaluation of the Bids, any award will be subject to the Bid being:
- A. Compliant to the specification – meets form, fit, and function requirements stated or implied in the specification.
  - B. Lowest cost to the County over projected useful life.
  - C. Administratively Compliant – Including all required bonds, insurance, established quality of work and general reputation, financial responsibility, relevant experience, and related criteria.
32. All proposals and Bids submitted to Fulton County are subject to the Georgia “Open Records Act”, Official Code of Georgia, Annotated (O.C.G.A.) §50-18-70 et seq.
33. All proposals and Bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h). The Utility Contractor License number of the person who will perform the utility work shall be written on the face of the Bid envelope.
34. The apparent silence of this specification, and any supplement thereto, as to details, of the omission from it of a detailed description concerning any point, will be regarded as meaning only the best commercial practices are to prevail. Only materials of the highest quality, correct type, size, and design are to be used. All interpretations of this specification will be made upon the basis of this statement, with Fulton County interpretation to prevail.
35. It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.
- A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager's recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
  - B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
  - C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted Bid or proposal of the person, firm, or entity in violation is “non-responsive”, and same shall not be considered for award.
36. Any Bidder intending to respond to this solicitation as a Joint Venture must submit an executed Joint Venture Agreement with this Bid. This agreement must designate those persons or entities authorized to execute documents or otherwise bind the Joint Venture in all transactions with Fulton County, or are accompanied by a

- document, binding upon the Joint Venture and its constituent members, making such designation. Bids from Joint Ventures that do not include these documents will be rejected as being “non-responsive”.
37. Any Bidder intending to respond to this solicitation must complete all of the Procurement Affidavit Forms provided in this solicitation. Bids that do not include these completed documents will be rejected as being “non-responsive”.

**END OF SECTION 1 – Instructions to Bidders**

**SECTION 2****BID PRICE FORM  
06ITBY49315YC****LANDSCAPE MAINTENANCE SERVICES**

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Bid or in the Contract to be entered into; that this Bid is made without connection with any other person, company or parties making a Bid; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the Drawings and Specifications for the work and contractual documents relative thereto, and has read all instructions to Bidders and General Conditions furnished prior to the openings of bids; that he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees, if this Bid is accepted, to contract with the Board of Commissioners of Fulton County, Atlanta, Georgia, in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary, and to complete the construction of the work in full and complete accordance with the shown, noted, and reasonably intended requirements of the Specifications and Contract Documents to the full and entire satisfaction of the Board of Commissioners of Fulton County, Atlanta, Georgia, with a definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and Contract Documents for the following prices.

THE BASE BID IS THE AMOUNT UPON WHICH THE BIDDER WILL BE FORMALLY EVALUATED AND WHICH WILL BE USED TO DETERMINE THE LOWEST RESPONSIBLE BIDDER.

The base bid may not be withdrawn or modified for a period of sixty (60) days following the receipt of bids.

**BASE BID AMOUNT** (Do not include any Bid Alternates)

\$ \_\_\_\_\_

**(Dollar Amount in Numbers)**

\_\_\_\_\_  
**(Dollar Amount in Words)**

The Bidder agrees hereby to commence work under this Contract, with adequate personnel and equipment, on a date to be specified in a written order of the Contracting Officer and to fully complete all work under this Contract within **One Hundred and Twenty (120)** consecutive calendar days from and including said date.

The Bidder declares that he understands that the quantities shown for the unit prices items are subject to either increase or decrease, and that should the quantities of any of the items of work be increased, the Bidder proposes to do the additional work at the unit prices stated herein; and should the quantities be decreased, the Bidder also understands that payment will be made on the basis of actual quantities at the unit price bid and will make no claim for anticipated profits for any decrease in quantities; and that actual quantities will be determined upon completion of



work, at which time adjustments will be made to the contract amount by direct increase or decrease.

The Bidder furthermore agrees that, in the case of a failure on his part to execute the Contract Agreement and Bonds within ten days after receipt of conformed contract documents for execution, the Bid Bond accompanying his bid and the monies payable thereon shall be paid into the funds of the Owner as liquidated damages for such failure.

The undersigned acknowledges receipt of the following addenda (list by the number and date appearing on each addendum) and thereby affirms that its Bid considers and incorporates any modifications to the originally issued Bidding Documents included therein.

ADDENDUM # \_\_\_\_\_ DATED \_\_\_\_\_

ADDENDUM # \_\_\_\_\_ DATED \_\_\_\_\_

ADDENDUM # \_\_\_\_\_ DATED \_\_\_\_\_

ADDENDUM # \_\_\_\_\_ DATED \_\_\_\_\_

**BIDDER:** \_\_\_\_\_

Signed by: \_\_\_\_\_

**[Type or Print Name]**

Title: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Business Phone: \_\_\_\_\_

Bidder's Contractor License No: \_\_\_\_\_

**[State/County]**

License Expiration Date: \_\_\_\_\_

Enclosed is a Bid Bond in the approved form, in the sum of:

\_\_\_\_\_ Dollars

(\$\_\_\_\_\_) according to the conditions of "Instructions to Bidders" and provisions thereof.

## SECTION 3

### PURCHASING FORMS & INSTRUCTIONS

This section contains the procurement forms that are required to be executed and submitted with the bid package. This section does not contain all forms required to be included with the bid package submittal.

To be deemed responsive to this RFP, Bidders must provide the information requested and complete in detail all Purchasing Forms. The appropriate individual(s) authorized to commit the Bidder to the Project must sign the Purchasing Forms. Bidders should reproduce each Purchasing Form, as required, and complete the appropriate portions of the forms provided in this section.

- Form A: Non-Collusion Affidavit of Prime Bidder
- Form B: Non-Collusion Affidavit of Sub-Contractors
- Form C: Certificate of Acceptance of Request for Bid Requirements
- Form D: Contractor License Certification
- Form E: Certification Regarding Debarment
- Form F: Corporate Certification

**Form A****NON-COLLUSION AFFIDAVIT OF BIDDER/OFFEROR****STATE OF GEORGIA****COUNTY OF FULTON**

I, \_\_\_\_\_ certify that pursuant to Fulton County Code Section 2-320 (11), this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.

Affiant further states that pursuant to O.C.G.A. Section 36-91-21 (d) and (e), \_\_\_\_\_ has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

Affiant further states that the said offer of \_\_\_\_\_ is bona fide, and that no one has gone to any supplier and attempted to get such person or company to furnish the materials to the bidder only, or if furnished to any other bidder, that the material shall be at a higher price.

\_\_\_\_\_  
(COMPANY NAME)

\_\_\_\_\_  
(PRESIDENT/VICE PRESIDENT)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: \_\_\_\_\_

County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

**NOTE:**

IF THE OFFEROR IS A PARTNERSHIP, ALL OF THE PARTNERS AND ANY OFFICER, AGENT, OR OTHER PERSON WHO MAY HAVE REPRESENTED OR ACTED FOR THEM IN BIDDING FOR OR PROCURING THE CONTRACT SHALL ALSO MAKE THIS OATH.

IF THE OFFEROR IS A CORPORATION, ALL OFFICERS, AGENTS, OR OTHER PERSONS WHO MAY HAVE ACTED FOR OR REPRESENTED THE CORPORATION IN BIDDING FOR OR PROCURING THE CONTRACT SHALL MAKE THE OATH.

**Form B****NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR****STATE OF GEORGIA****COUNTY OF FULTON**

I, \_\_\_\_\_ certify that pursuant to Fulton County Code Section 2-320 (11), this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.

Affiant further states that pursuant to O.C.G.A. Section 36-91-21 (d) and (e), \_\_\_\_\_ has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

Affiant further states that the said offer of \_\_\_\_\_ is bona fide, and that no one has gone to any supplier and attempted to get such person or company to furnish the materials to the bidder only, or if furnished to any other bidder, that the material shall be at a higher price.

\_\_\_\_\_  
(COMPANY NAME)\_\_\_\_\_  
(PRESIDENT/VICE PRESIDENT)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: \_\_\_\_\_

County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

**NOTE:**

**IF THE OFFEROR IS A PARTNERSHIP, ALL OF THE PARTNERS AND ANY OFFICER, AGENT, OR OTHER PERSON WHO MAY HAVE REPRESENTED OR ACTED FOR THEM IN BIDDING FOR OR PROCURING THE CONTRACT SHALL ALSO MAKE THIS OATH.**

**IF THE OFFEROR IS A CORPORATION, ALL OFFICERS, AGENTS, OR OTHER PERSONS WHO MAY HAVE ACTED FOR OR REPRESENTED THE CORPORATION IN BIDDING FOR OR PROCURING THE CONTRACT SHALL MAKE THE OATH.**

**Form C****FULTON COUNTY CERTIFICATE OF ACCEPTANCE OF BID/PROPOSAL REQUIREMENTS**

This Is To Certify That On This Day Bidder/Proposer Acknowledges That He/She Has Read This Bid Document, Pages \_\_\_\_\_ To \_\_\_\_\_ Inclusive, Including Addendum(s) \_\_\_\_ To \_\_\_\_, And/Or Appendices \_\_\_\_ To \_\_\_\_, In Its Entirety, And Agrees That No Pages Or Parts Of The Document Have Been Omitted, That He/She Understands, Accepts And Agrees To Fully Comply With The Requirements Therein, And That The Undersigned Is Authorized By The Bidding/Proposing Company To Submit The Bid/Proposal Herein And To Legally Obligate The Bidder/Proposer Thereto.

Company: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

(Corporate Seal)

**Form D****CERTIFICATION REGARDING DEBARMENT**

- (1) The Offeror certifies that neither it or its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency. Any such exclusion may cause prohibition of your firm from participating in any procurement by the Fulton County Government.
- (1) If the Offeror is unable to certify to any of the statements in this certification, such Offeror or subcontractor shall attach an explanation to this bid or proposal.

**INSTRUCTIONS FOR CERTIFICATION**

By signing and submitting this certification, the Offeror is providing the certification set out below:

- (1) The certification in this clause is a material representation of fact upon which reliance will be placed. If it is later determined that the prospective vendor knowingly rendered a false certification, the Purchasing Agent may pursue all available remedies, including suspension and/or debarment, for withdrawal of award or termination of a contract.
- (2) The prospective Offeror shall provide immediate written notice to the Purchasing Agent if at anytime the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (3) Offeror shall be under a continuing duty to immediately inform the Purchasing Agent in writing of any changes, if as a result of such changes, the Offeror certification regarding debarment is affected.

**DEBARMENT ORDINANCE**

The following Section 2-322 of Fulton County Code of Laws establishes the procedure for the debarment of contractors.

***(a) Authority to suspend.***

After reasonable notice to the entity involved and reasonable opportunity for that entity to be heard, the Purchasing Agent, after consultation with user department, the County Manager and the County Attorney shall have the authority to suspend an entity for cause from consideration for award of county contracts. As used in this section, the term entity means any business entity, individual, firm, contractor, subcontractor or business corporation, partnership, limited liability corporation, firm, contractor, subcontractor or business structured; provided, further, that any such entity shall also be subject to suspension under this section if any of its constituents, members, subcontractors at any tier of such entity's and the entity, or any constituent or member, knew or should have known of the commission of the act. The suspension shall be for a period not to exceed three (3) years unless cause is based on a felony conviction for an offense related or associated with fraudulent contracting or misappropriation of funds wherein the suspension shall not exceed seven (7) years.



**(b) Causes for Suspension. The causes for suspension include:**

- 1) Conviction for commission of a criminal offense as an incident to obtain or attempting to obtain a public or private contract or subcontract, or in performance of such contract or subcontract;
- 2) Conviction of state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a county contractor.
- 3) Conviction of state or federal anti-trust statutes arising out of the solicitation and submission of bids and proposals;
- 4) Violation of contract provisions, as set forth below, of a character which is regarded by the Purchasing Agent to be so serious as to justify suspension action:
  - a. Failure to perform in accordance with the specifications within a time limit provided in a county contract;
  - b. A recent record of failure to perform or unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension;
  - c. Material representation of the composition of the ownership or workforce or business entity certified to the county as a minority business enterprise; or
  - d. Falsification of any documents.
- 5) For violation of the ethical standards set forth in Fulton County Code Chapter 9, Code of Ethics.
- 6) Knowing misrepresentation to the county, of the use which a majority owned contractor intends to make a minority business enterprise (a business entity at least 51 percent of which is owned and controlled by minority persons, as defined in Fulton County Code Chapter 6, Article B, Minority Business Enterprise Affirmative Action Program and certified as such by the County) as a subcontractor or a joint venture partner, in performing work under contract with the County.

Failure to fully and truthfully provide the information required, may result in the disqualification of your bid/proposal from consideration or termination of the Contract, once awarded. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

Under penalty of perjury, I declare that I have examined this certification and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2005

\_\_\_\_\_  
(Legal Name of Offeror) (Date)

\_\_\_\_\_  
(Signature of Authorized Representative) (Date)

\_\_\_\_\_  
(Title)

**Form E****CORPORATE CERTIFICATE**

## Corporations

I, \_\_\_\_\_, certify that I am the Secretary of the Corporation named as Contractor in the foregoing Bid; that \_\_\_\_\_, who signed said Bid on behalf of the Contractor was then \_\_\_\_\_ of said Corporation; that said Bid was duly signed for and on behalf of said Corporation by authority of its Board of Directors, and is within the scope of its corporate powers; that said Corporation is organized under the laws of the State of \_\_\_\_\_.

This \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ .

\_\_\_\_\_  
(SEAL) must be affixed

---

## Partnership or other entities:

I, \_\_\_\_\_, certify that I am authorized to sign to commit \_\_\_\_\_ named as Contractor in the foregoing Bid. That said company is formed under the laws of the State of \_\_\_\_\_.

This \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_

It is necessary to attach a letter on company letterhead and dated on or after the date of this certificate that the individual signing to commit the partnership or other entity not a corporation to the stipulations of this bid is authorized to do so. The letter should be signed by an individual working for the company who has knowledge of this fact.

**Form F****NON CONFLICT OF INTEREST CERTIFICATION**

I, \_\_\_\_\_, as the legal representative of \_\_\_\_\_, do certify that we will not perform any type of professional services for property owners adjacent or contiguous to any project assigned by Fulton County, during the active life of such project. Further, I additionally certify that if we already have an agreement(s) with property owner(s) adjacent or contiguous to a project assigned by Fulton County, we will either reject the County assignment, or cancel the property owner already in effect if so directed by Fulton County Board of Commissioners. In no case will our firm utilize our knowledge of the ongoing Fulton County project for professional gain during the active life of such Project.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Witness: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**END OF SECTION NO. 3**

**SECTION 4****BID BOND REQUIREMENTS**

No bid for a contract in Fulton County for work to be done shall be valid for any purpose unless the Contractor shall give a Bid Bond with good and sufficient surety payable to, in favor of, and for the protection of Fulton County. The Bid Bond shall be in the amount of not less than 5% of the total amount payable by the terms of the Contract. No bid shall be read aloud or considered if a proper bid bond has not been submitted.

Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Georgia.

Attestation for the corporation must be by the corporate officer; for a partnership by another partner; for an individual by a notary with the corporate seal.

**Note: The Bid Bond must appear on the outside of the sealed bid envelope.**

**BID BOND****LANDSCAPE MAINTENANCE SERVICES  
06ITB49315YC  
FULTON COUNTY GOVERNMENT**

KNOW ALL MEN BY THESE PRESENTS, THAT WE \_\_\_\_\_

hereinafter called the PRINCIPAL, and \_\_\_\_\_

hereinafter call the SURETY, a corporation chartered and existing under the laws of the State of \_\_\_\_\_ and duly authorized to transact Surety business in the State of Georgia, are held and firmly bound unto the Fulton County Government, in the penal sum of \_\_\_\_\_ Dollars and Cents (\$ \_\_\_\_\_) good and lawful money of the United States of America, to be paid upon demand of the Fulton County Government, to which payment well and truly to be made we bind ourselves, our heirs, executors, and administrators and assigns, jointly and severally and firmly by these presents.

WHEREAS the PRINCIPAL has submitted to the Fulton County Government, for [INSERT PROJECT # AND PROJECT TITLE], a Bid;

WHEREAS the PRINCIPAL desires to file this Bond in accordance with law:

NOW THEREFORE: The conditions of this obligation are such that if the Bid be accepted, the PRINCIPAL shall within ten (10) calendar days after receipt of written notification from the COUNTY of the award of the Contract execute a Contract in accordance with the Bid and upon the terms, conditions and prices set forth therein, in the form and manner required by the Fulton County Government, and execute sufficient and satisfactory Performance and Payments Bonds payable to the Fulton County Government, each in the amount of one hundred (100%) percent of the total contract price in form and with security satisfactory to said Fulton County Government, then this obligation to be void; otherwise, to be and remain in full force and virtue in law; and the SURETY shall upon failure of the PRINCIPAL to comply with any or all of the foregoing requirements within the time specified above immediately pay to the Fulton County Government, upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty but as liquidated damages.

In the event suit is brought upon this Bond by the COUNTY and judgment is recovered, the SURETY shall pay all costs incurred by the COUNTY in such suit, including attorney's fees to be fixed by the Court.

Enclosed is a Bid Bond in the approved form, in the amount of

\_\_\_\_\_Dollars

(\$\_\_\_\_\_) being in the amount of five (5%) percent of the CONTRACT Sum. The money payable on this bond shall be paid to the Fulton County Government, for the failure of the Bidder to execute a CONTRACT within ten (10) days after receipt of the Contract form and at the same time furnish a Payment Bond and Performance Bond.

IN TESTIMONY THEROF, the PRINCIPAL and SURETY have caused these presents to be duly signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

(Signatures on next page)

ATTEST:

\_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_  
BY \_\_\_\_\_ (SEAL)

**CERTIFICATE AS TO CORPORATE PRINCIPAL**

I, \_\_\_\_\_, certify that I am the Secretary of the Corporation named as principal in the within bond; that \_\_\_\_\_, Who signed the said bond of said corporation; that I know this signature, and his/her signature thereto is genuine; and that said bond was duly signed, sealed and attested for in behalf of said Corporation by authority of its governing body.

\_\_\_\_\_  
SECRETARY

(CORPORATE SEAL)

\_\_\_\_\_  
SURETY

\_\_\_\_\_  
(SEAL) BY \_\_\_\_\_

**END OF SECTION 4 - BID BOND REQUIREMENTS**



## SECTION 5

### CONTRACT COMPLIANCE REQUIREMENTS

#### 5.1 NON-DISCRIMINATION IN CONTRACTING AND PROCUREMENT

It is the policy of Fulton County Government that discrimination against businesses by reason of the race, color, gender or national origin of the ownership of any such business is prohibited. Furthermore, it is the policy of the Board of Commissioners ("Board") that Fulton County and all vendors and contractors doing business with Fulton County shall provide to all businesses the opportunity to participate in contracting and procurement paid, in whole or in part, with monetary appropriations of the Board. Similarly, it is the policy of the Board that the contracting and procurement practices of Fulton County should not implicate Fulton County as either an active or passive participant in the discriminatory practices engaged in by private contractors seeking to obtain contracts with Fulton County.

**Equal Business Opportunity Plan (EBO Plan):** In addition to the proposal submission requirements, each vendor must submit an Equal Business Opportunity Plan (EBO Plan) with their bid/proposal. The EBO Plan is designed to enhance the utilization of a particular racial, gender or ethnic group by a bidder/proposer, contractor, or vendor or by Fulton County. The respondent must outline a plan of action to encourage and achieve diversity and equality in the available procurement and contracting opportunities with *this solicitation*.

The EBO Plan must identify and include:

1. Potential opportunities within the scope of work of *this solicitation* that will allow for participation of racial, gender or ethnic groups.
2. Efforts that will be made by the bidder/proposer to encourage and solicit minority and female business utilization in this solicitation.

Fulton County encourages joint ventures, teaming, partnering and mentor-protégé relationships with minority and female businesses in an effort to achieve contracting and procurement diversity.

**Prompt Payment:** The prime contractor must certify in writing and must document on the Exhibit G Form (Prime Contractor/Subcontractor Utilization Report) that all subcontractors, sub-consultants and suppliers have been promptly paid for work and materials, (less any retainage by the prime contractor prior to receipt of any further progress payments). In the event the prime contractor is unable to pay subcontractors, sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime contractor shall pay all subcontractors, sub-consultants or suppliers funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County. In no event shall a subcontractor, sub-consultant or supplier be paid later than fifteen (15) days as provided for by state law.

## 5.2 REQUIRED FORMS AND EBO PLAN:

In order to be compliant with the intent and provisions of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance (99-0960), bidders/proposers **must** submit the following completed documents. Failure to provide this information **shall** result in the bid/proposal being deemed non-responsive:

- **Exhibit A** - Promise of Non-Discrimination
- **Exhibit B** - Employment Report
- **Exhibit C** - Schedule of Intended Subcontractor Utilization
- **Exhibit D** - Letter of Intent to Perform As a Subcontractor or Provide Materials or Services
- **Exhibit E** - Declaration Regarding Subcontractor Practices
- **Exhibit F** - Joint Venture Disclosure Affidavit
- **Equal Business Opportunity Plan (EBO Plan)** – This document is not a form. It is a statement created by the bidder/proposer on its company letter head addressing the EBO Plan requirements.

All Contract Compliance documents (Exhibits A – F and EBO Plan) are to be placed in a **separate sealed envelope** clearly marked “Contract Compliance”. The EBO Plan must be submitted on company letterhead. These documents are considered part of and should be submitted with the Technical Proposal.

The following document **must** be completed as instructed if awarded the bid:

**Exhibit G** - Prime Contractor's Subcontractor Utilization Report

**EXHIBIT A – PROMISE OF NON-DISCRIMINATION**

"Know all persons by these presents, that I/WE ( \_\_\_\_\_ ),  
Name

\_\_\_\_\_  
Title Firm Name

Hereinafter "Company"), in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Contract Compliance pursuant to Section 4.4 of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance.

SIGNATURE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

**EXHIBIT B – EMPLOYMENT REPORT**

The demographic employment make-up for the bidder **must** be identified and submitted with this bid/proposal. In addition, if subcontractors will be utilized by the bidder/proposer to complete this project, then the demographic employment make-up of the subcontractor(s) must be identified and submitted with this bid.

**EMPLOYEES**

CATEGORY	NATIVE INDIAN		AFRICAN AMERICAN		ASIAN AMERICAN		HISPANIC AMERICAN		CACUSIAN AMERICAN		OTHER	
Male/Female	M	F	M	F	M	F	M	F	M	F	M	F
Mgmt/Official												
Professional (Arch., P.E., etc.)												
Supervisors												
Office/ Clerical												
Craftsmen												
Laborers												
Others (Specify)												
TOTALS												

FIRM'S NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

This completed form is for (Check one) \_\_\_\_\_ Bidder/Proposer \_\_\_\_\_ Subcontractor

Submitted by: \_\_\_\_\_ Date Completed: \_\_\_\_\_

**EXHIBIT C – SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION**

If the bidder/proposer intends to subcontract any portion of this scope of work/service(s), this form **must be** completed and **submitted with the bid/proposal**. All prime bidders/proposers **must** include Letter(s) of Intent (Exhibit D) in the bid document for all subcontractors who will be utilized under the scope of work/services.

**Prime Bidder/Proposer:** \_\_\_\_\_

**ITB/RFP NUMBER:** \_\_\_\_\_

**Project Name or Description of Work/Service(s):** \_\_\_\_\_

1. My firm, as Prime Bidder/Proposer on this scope of work/service(s) is \_\_\_\_\_ is not \_\_\_\_\_ a minority or female owned and controlled business. (Please indicate below the portion of work, including, percentage of bid amount that your firm will carry out directly):

\_\_\_\_\_  
\_\_\_\_\_

If the Prime Bidder/Proposer is a Joint Venture, please complete Exhibit F: Joint Venture Disclosure Affidavit and attach a copy of the executed Joint Venture Agreement.

2. Sub-Contractors (Including suppliers) to be utilized in the performance of this scope of work/service(s), if awarded, are:

**SUBCONTRACTOR NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

**PHONE:** \_\_\_\_\_

**CONTACT PERSON:** \_\_\_\_\_

**ETHNIC GROUP\*:** \_\_\_\_\_ **COUNTY CERTIFIED\*\*** \_\_\_\_\_

**WORK TO BE PERFORMED:** \_\_\_\_\_

\_\_\_\_\_

**DOLLAR VALUE OF WORK:** \$ \_\_\_\_\_ **PERCENTAGE VALUE:** \_\_\_\_\_ %

**\*Ethnic Groups:** African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); **\*\*If yes, attach copy of recent certification letter.**

**EXHIBIT C – SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION**

SUBCONTRACTOR NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

PHONE: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_

WORK TO BE PERFORMED: \_\_\_\_\_

DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: \_\_\_\_\_ %

SUBCONTRACTOR NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

PHONE: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_

WORK TO BE PERFORMED: \_\_\_\_\_

DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: \_\_\_\_\_ %

SUBCONTRACTOR NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

PHONE: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_

WORK TO BE PERFORMED: \_\_\_\_\_

DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: \_\_\_\_\_ %

SUBCONTRACTOR NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

PHONE: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_

WORK TO BE PERFORMED: \_\_\_\_\_

DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGEVALUE: \_\_\_\_\_ %

**\*Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); \*\*If yes, attach copy of recent certification letter.**

**EXHIBIT C – SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION**

<b>Total Dollar Value of Subcontractor Agreements: (\$)</b>
---

<b>Total Percentage Value: (%)</b>
------------------------------------

**CERTIFICATION:** The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein without prior approval of the County, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

Signature/Title:\_\_\_\_\_

Firm or Corporate Name:\_\_\_\_\_

Address:\_\_\_\_\_

\_\_\_\_\_

Telephone: (     )\_\_\_\_\_

Fax Number: (     )\_\_\_\_\_

Email Address:\_\_\_\_\_

## EXHIBIT D

**LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR  
OR  
PROVIDE MATERIALS OR SERVICES**

This form **must** be completed by **ALL** known subcontractors/suppliers and submitted with the bid. The Prime Contractor **must** submit Letters of Intent for ALL known subcontractors/suppliers at time of bid submission.

**To:** \_\_\_\_\_  
(Name of Prime Contractor Firm)

**From:** \_\_\_\_\_  
(Name of Subcontractor Firm)

**ITB/RFP Number:** \_\_\_\_\_

**Project Name:** \_\_\_\_\_

The undersigned is prepared to perform the following described work or provide materials or services in connection with the above project (specify in detail particular work items, materials, or services to be performed or provided):

Description of Work	Project Commence Date	Project Completion Date	Estimated Dollar Amount

_____	_____
(Prime Bidder)	(Subcontractor)
Signature_____	Signature_____
Title_____	Title_____
Date_____	Date_____



**EXHIBIT E – DECLARATION REGARDING SUBCONTRACTING PRACTICES**

If the bidder/proposer **does not intend to subcontract** any portion of the scope of work services(s), this form **must be** completed and submitted with the bid.

\_\_\_\_\_  
(Bidder) Hereby declares that it is my/our intent to

Perform 100% of the work required for \_\_\_\_\_  
(IFB/RFP Number)

\_\_\_\_\_  
(Description of Work)

In making this declaration, the bidder/proposer states the following:

1. That the bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform **all elements** of the work on this project with his/her own current work forces;
2. If it should become necessary to subcontract some portion of the work at a later date, the bidder will comply with all requirements of the County's Non-Discrimination Ordinance in providing equal opportunities to all firms to subcontract the work. The determination to subcontract some portion of the work at a later date shall be made in good faith and the County reserves the right to require additional information to substantiate a bidder's decision to subcontract work following the award of the contract. Nothing contained in this provision shall be employed to circumvent the spirit and intent of the County's Non-Discrimination Ordinances;
3. The bidder will provide, upon request, information sufficient for the County to verify Item Number one.

**AUTHORIZED COMPANY REPRESENTATIVE**

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**EXHIBIT F – JOINT VENTURE DISCLOSURE AFFIDAVIT****IFB No.** \_\_\_\_\_**Project Name** \_\_\_\_\_

This form must be completed and submitted with the bid if a Joint Venture approach is to be undertaken.

The firms listed below do hereby declare that they have entered into a joint venture agreement pursuant to the above mentioned project. The information requested below is to clearly identify and explain the extent of participation of each firm in the proposed joint venture. All items must be properly addressed before the business entity can be evaluated.

**1. Firms:****1) Name of Business:** \_\_\_\_\_**Street Address:** \_\_\_\_\_**City/State/Zip:** \_\_\_\_\_**County:** \_\_\_\_\_**Nature of Business:** \_\_\_\_\_**2) Name of Business:** \_\_\_\_\_**Street Address:** \_\_\_\_\_**City/State/Zip:** \_\_\_\_\_**County:** \_\_\_\_\_**Nature of Business:** \_\_\_\_\_**3) Name of Business:** \_\_\_\_\_**Street Address:** \_\_\_\_\_**City/State/Zip:** \_\_\_\_\_**County:** \_\_\_\_\_**Nature of Business:** \_\_\_\_\_**NAME OF JOINT VENTURE (If applicable):** \_\_\_\_\_**OFFICE ADDRESS:** \_\_\_\_\_**PRINCIPAL OFFICE:** \_\_\_\_\_**OFFICE PHONE:** \_\_\_\_\_

**EXHIBIT F – JOINT VENTURE DISCLOSURE AFFIDAVIT**

Note: Attach additional sheets as required

1. Describe the capital contributions by each joint venturer and accounting thereof. Indicate the percentage make-up for each joint venture partner.
2. Describe the financial controls of the joint venture, e.g., will a separate cost center be established? Which venturer will be responsible for keeping the books? How will the expense therefore be reimbursed? What is the authority of each joint venture to commit or obligate the order?
3. Describe any Ownership, options for Ownership, or loans between the joint ventures. Identify terms thereof.
4. Describe the estimate contract cash flow for each joint venturer.
5. To what extent and by whom will the on-site work be supervised?
6. To what extent and by whom will the administrative office be supervised?
7. Which joint venturer will be responsible for material purchases including the estimated cost thereof? How will the purchase be financed?
8. Which joint venturer will provide equipment? What is the estimated cost thereof? How will the equipment be financed?
9. Describe the experience and business qualifications of each joint venturer.
10. Submit a copy of all joint venture agreements and evidence of authority to do business in the State of Georgia as well as locally, to include all necessary business licenses.
11. Percent of ownership by each joint venture in terms of profit and loss sharing: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
12. The authority of each joint venturer to commit or obligate the other: \_\_\_\_\_  
\_\_\_\_\_
13. Number of personnel to be involved in project, their crafts and positions and whether they are employees of the small business enterprise, the majority firm or the joint venture: \_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT F – JOINT VENTURE DISCLOSURE AFFIDAVIT**

14. Identification of control and participation in venture; list those individuals who are responsible for day-to-day management and policy decision-maker, including, but not limited to, those with prime responsibility for areas designated below; (use additional sheets if necessary)

<u>Name</u>	<u>Race</u>	<u>Sex</u>	<u>Financial Decisions</u>	<u>Supervision Field Operation</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

In connection with any work that these firms, as a joint venture, might be authorized to perform in connection with above captioned contract, we each do hereby authorize representatives of the Fulton County Department of Contract Compliance, Departments of Purchasing and Finance, under the direction of the County Manger's Office, to examine, from time to time, the books, records and files to the extent that such relate to this County project.

**WE DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT WE ARE AUTHORIZED, ON BEHALF OF THE ABOVE FIRMS, TO MAKE THIS AFFIDAVIT AND GRANT THE ABOVE PRIVILEGE.**

FOR: \_\_\_\_\_  
(Company)

Date: \_\_\_\_\_  
\_\_\_\_\_  
(Signature of Affiant)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Company)

Date: \_\_\_\_\_  
\_\_\_\_\_  
(Signature of Affiant)

\_\_\_\_\_  
(Printed Name)

State of \_\_\_\_\_:

County of \_\_\_\_\_:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me, appeared

\_\_\_\_\_, the undersigned known to me to be the person described in the foregoing Affidavit and acknowledge that he (she) executed the same in the capacity therein stated and for the purpose therein contained.

**EXHIBIT G – PRIME CONTRACTOR/SUBCONTRACTOR UTILIZATION REPORT**

This report is required to be submitted by the tenth day of each month, with a copy of your payment invoice (schedule of values/payment application) to Contract Compliance. Failure to comply may result in the County commencing proceedings to impose sanctions on the successful bidder, in addition to purchasing any other available legal remedy. Sanctions may include the suspending of any payment or part thereof, termination or cancellation of the contract, and the denial to participate in any future contracts awarded by Fulton County.

REPORTING PERIOD		PROJECT NAME:	
FROM:		PROJECT NUMBER:	
TO:		PROJECT LOCATION:	

PRIME CONTRACTOR		Contract Award Date	Contract Award Amount	Change Order Amount	Contract Period	% Complete to Date
Name:						
Address:						
Telephone #:						

AMOUNT OF REQUISITION THIS PERIOD:\$ \_\_\_\_\_  
 TOTAL AMOUNT REQUISITION TO DATE:\$ \_\_\_\_\_

**SUBCONTRACTOR UTILIZATION** (add additional rows as necessary)

Name of Sub-contractor	Description of Work	Contract Amount	Amount Paid To Date	Amount Requisition This Period	Contract Period Starting Date	Ending Date
TOTALS						

Executed By: \_\_\_\_\_ (Signature) \_\_\_\_\_ (Printed Name)

**END OF SECTION 5 - Contract Compliance Requirements**

**SECTION 6****Insurance and Risk Management Provisions**

It is Fulton County Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Project Description must appear on the Certificate of Insurance).

Upon award, the Contractor/Vendor must maintain at their expense, insurance with policy limits equal to or greater than the limits described below. Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government.

Accordingly the Respondent shall provide a certificate evidencing the following:

**1. WORKERS COMPENSATION – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)**

EMPLOYER'S LIABILITY	BY ACCIDENT - EACH ACCIDENT	-	\$500,000.
INSURANCE	BY DISEASE - POLICY LIMIT	-	\$500,000.
(Aggregate)	BY DISEASE - EACH EMPLOYEE	-	\$500,000.

**2. COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)**

Bodily Injury and Property Damage Liability	Each Occurrence	-	\$1,000,000
(Other than Products/Completed Operations)	General Aggregate	-	\$2,000,000

Products\Completed Operation	Aggregate Limit	-	\$1,000,000
Personal and Advertising Injury	Limits	-	\$1,000,000
Fire Damage	Limits	-	\$100,000

**3. BUSINESS AUTOMOBILE LIABILITY INSURANCE**  
**Combined Single Limits** Each Occurrence - \$1,000,000  
(Including operation of non-owned, owned, and hired automobiles).

**4. ELECTRONIC DATA PROCESSING LIABILITY**  
(Required if computer contractor) Limits - \$1,000,000

**5. UMBRELLA LIABILITY**  
(In excess of above noted coverage's) Each Occurrence - \$2,000,000

**6. PROFESSIONAL LIABILITY** Each Occurrence - \$1,000,000  
(Required if respondent providing quotation for professional services).

**7. FIDELITY BOND**  
(Employee Dishonesty) Each Occurrence - \$ 100,000

8. **BUILDERS RISK** Contractor will provide 'All-risk' form of builder's risk insurance providing coverage against loss or damage by fire or other peril on all "all-risk" form, including demolition and increased cost of construction, debris removal and the full replacement cost of the Project foundations and containing an agreed amount endorsement, and, until Final Completion and Acceptance of the Project. Such policy of insurance shall contain at least the following sub-limits of insurance and deductibles:

**Sublimits:**

Property in Transit	\$1,000,000
Property in Offsite Storage	\$1,000,000
Plans & Blueprints	\$25,000
Debris Removal	25% of Insured Physical Loss
Delay in Completion / Soft Cost	TBD

**Deductibles:**

Flood and Earthquake	\$25,000
Water Damage other than Flood	\$100,000
All other Perils	\$10,000

Owner and Contractor waive all rights against each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 4.2.5 or other property insurance applicable to the Work, accept such rights as they have to the proceeds of such insurance.

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least thirty (30) days prior written notice to Fulton County Government. Policies and Certificates of Insurance are to list Fulton County Government as an Additional Insured (except for Workers' Compensation) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions.

If Fulton County Government shall so request, the Offeror, Contractor or Vendor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Such certificates and notices shall be sent to:

Fulton County Government – Purchasing Department  
130 Peachtree Street, S.W.  
Suite 1168  
Atlanta, Georgia 30303-3459

The Contractor/Vendor shall insure that the Request for Bid/Proposal number and Project Description appears on the Certificate of Insurance.

It is understood that **Insurance in no way Limits the Liability of the Contractor/Vendor.**

#### INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless the County, it's Commissioners, officers, employees, subcontractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the

outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by contractor, it's directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection with it's acceptance, or the performance, or nonperformance, of it's obligations under this agreements.

THE OFFEROR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREES TO COMPLY WITH THE ABOVE STATEMENTS, AND IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING COMPANY.

COMPANY:\_\_\_\_\_ SIGNATURE:\_\_\_\_\_

NAME:\_\_\_\_\_ TITLE:\_\_\_\_\_ DATE:\_\_\_\_\_



**SECTION 7****SAMPLE CONTRACTUAL AGREEMENT  
06ITB49315YC  
LANDSCAPE MAINTENANCE SERVICES****SAMPLE CONTRACT BETWEEN FULTON COUNTY****AND** \_\_\_\_\_

**THIS Contract**, entered into this \_\_\_\_ day of \_\_\_\_\_ 2006, by and between **FULTON COUNTY** (hereinafter referred to as "County"), a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners, and \_\_\_\_\_ (hereinafter referred to as "Contractor").

**W I T N E S S E T H:**

**WHEREAS**, the County, through its General Services Department, has identified the need for **Landscape Maintenance** for north & south sites and fire stations;

**WHEREAS**, the County by and through its General Services Department, has determined that this need can best be met by retaining the services of a **Landscape Maintenance** contractor;

**WHEREAS**, the County requested a formal bid for **Landscape Maintenance** for north & south sites and fire stations;

**WHEREAS**, the County and Contractor desire to enter into a contract for provision of such services, the scope of services, which is more specifically defined in paragraph III of the Contract;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the parties hereunto agree as follows:

**ARTICLE 1 - ASSIGNMENT OF CONTRACT**

**Paragraph 1.0** This Contract shall inure to the benefit of the parties hereto and be binding to the extent allowable by law on the parties hereto, their heirs, successors, administrators, executors and assigns. Contractor shall not sell or in any way assign any duties, payments, rights, privileges, detriments, or benefits provided for in this Contract to any entity or person without the prior express written consent of the County. Such consent shall not be unreasonably withheld. Any attempted assignment or subcontracting by Contractor without the prior expressed written consent of Fulton County shall at Fulton County's sole option terminate this Contract without any notice to Contractor of such termination.

**ARTICLE II - TERM**

**Paragraph 2.0** The term of this Contract shall commence on date of award and continuing for twelve (12) consecutive months without further obligation of the County. However, subject to availability of funding, Board of Commissioner's approval, and Contractor's continuing satisfactory performance, this Contract may be renew for two (2) additional year.

**ARTICLE III - SCOPE OF WORK**

**Paragraph 3.0** The County retains Contractor and Contractor accepts retention by the County to render **Landscape Maintenance** for north, central, and south sites including the fire stations, as specified by Fulton County Invitation to Bid (ITB) #\_\_\_\_\_, Contractor's bid and any and all clarifications or amendments thereto, all of which are incorporated herein, made part of this Contract, and referred to collectively as the "Contract Documents". Contractor shall perform all such services, including any and all agreed upon in written amendments, in the manner and to the extent agreed to by the parties herein. ITB #\_\_\_\_\_ is hereby attached and incorporated herein as Attachment A. Contractor's bid is hereby attached and incorporated herein as Attachment B. Contractor is to furnish all labor, equipment, transportation, material, insurance, and other requirements necessary to

provide **Landscape Maintenance** for north, central and south sites including fire stations in Fulton County as specified in Attachment A. Fulton County reserves the right to add and/or delete facilities pursuant to a formal change order as required by Policy & Procedure 800-6 during the term of the Contract based upon addition/deletion requirements at any location as required by Fulton County.

**Paragraph 3.1** Contractor shall commence providing Landscape Maintenance services as stated in the Invitation to Bid (ITB #\_\_\_\_\_) and Contractor's own response to that bid (**Attachments A & B respectively**). In the event there is a conflict between the scope of work described in the Invitation to Bid and the Contractor's own bid, the description in the Invitation to Bid takes precedence. In the event that specifications in either the Invitation to Bid or the Contractor's own proposal lack detailed descriptions concerning performance, the best commercial practices in the industry shall be used and only materials of the correct type, size and design are to be used. All workmanship and quality of materials shall be first quality as determined by the sole discretion of the County. Any equipment or supplies determined by the County to be improper or insufficient to the task to be performed shall be replaced immediately with County approved equipment/supplies. This will be done at no additional cost to the County.

**Paragraph 3.2** Any additional services that are to be performed by Contractor and not included in the ITB or the bid response must be approved by the County in advance pursuant to change order policy and procedure 800-6 of Contractor providing services and billed at the unit rate stated in the bid response.

**Paragraph 3.3** The silence of this Contract, or any of the documents incorporated into it by reference with regard to items or services typically a part of the contracted service shall not relieve Contractor of the obligation to perform.

**ARTICLE IV - AUDIT**

**Paragraph 4.0** The County shall have the right to review Contractor's records and documents, upon reasonable notice, to determine if number of hours worked and labor charges are consistent with Contract requirements. Contractor shall permit the County's Internal Audit Department to inspect and audit all files of Contractor relevant to its performance under this Contract for thirty-six (36) months after final payment. The Contractor file shall be retained by Contractor during the term of the Contract and for thirty-six (36) months after final payment for the purpose of such audit and inspection.

**Paragraph 4.1** The County's authorized representative shall have the right to supervise the Landscape Maintenance services performed by the Contractor, with regard to the frequency and adequacy of services provided. For this purpose, the respective Grounds Manager and Grounds & Parks Maintenance Supervisor will be the County's authorized representative.

**Paragraph 4.2** Contractor agrees to include audit requirements specified in Section 4.0 above in any and all contracts with subcontractors, consultants, or agents whose services will be charged directly or indirectly to the County under the Contract herein.

**ARTICLE V - COMPENSATION FOR SCOPE OF WORK**

**Paragraph 5.0** The services described under "Scope of Work" herein shall be performed by Contractor for a total sum not to exceed \$\_\_\_\_\_ for twelve (12) consecutive months from date of award.

**Paragraph 5.1** Any additional services requested by the County shall be performed by the Contractor and a detailed invoice submitted which references the written agreement, which must be approved by the County pursuant to change order policy 800-6 before the work is started.

**Paragraph 5.2** Contractor shall submit monthly invoices for work performed during the previous calendar month to the Grounds Manager, Fulton County Grounds Division, 125 Willis Mill Rd., S.W., Atlanta, Ga. 30311. No job, task, or duty may be submitted to Fulton County for

payment unless the work has been completed. Any invoice which attempts to change the terms of this Contract is null and void and Contractor shall be required to provide a proper invoice to Fulton County prior to payment.

**Paragraph 5.3** Fulton County shall make payments to Contractor by U.S. mail approximately thirty (30) days after receipt of a proper invoice by the Fulton County General Services Department. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1 et seq., pursuant to 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Contract; parties further agree that Fulton County shall not be liable for any interest or penalty arising from late payments.

#### **ARTICLE VI - RESPONSIBILITY FOR CLAIMS AND LIABILITY**

**Paragraph 6.0** **CONTRACTOR** shall indemnify and hold harmless the **COUNTY** and its agents, employees, successors, and assigns from and against all loss, cost, damage, claim, suit and judgment, including attorney's fees, arising out of or resulting from the negligent, intentional or willful performance or non-performance of the work. **CONTRACTOR'S** duty to indemnify applies in connection with, but is not limited to, injury to death of any person or persons, loss of or damage to property caused by or in any way connected with **CONTRACTOR'S** negligent, intentional or willful performance or non-performance of the work, whether such injury, death, loss or damage results from any cause whatsoever. The **CONTRACTOR'S** duty to indemnify shall extend to all claims, damages, losses or expenses caused in whole or in part by any act or omission of the **CONTRACTOR**, any Subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. **CONTRACTOR** shall not hold harmless or indemnify the **COUNTY** for the sole acts or omissions of its employees or agents. **CONTRACTOR'S** obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove, shall also include but is not limited to

any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition disparagement of produce or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. **CONTRACTOR** further agrees to protect, defend, indemnify and hold harmless the **COUNTY** and its officers, agents and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employees of **CONTRACTOR**. These indemnities shall not be limited by reason of the listing of any insurance coverage.

#### **ARTICLE VII – TERMINATION FOR CAUSE**

**Paragraph 7.0** If through any cause, Contractor shall fail to perform the Landscape Maintenance services as specified in Contract, including the Bid Documents in a satisfactory, timely and proper manner or in the event that any of the provisions or stipulations of this Contract are violated by Contractor, the County shall thereupon have the right to immediately terminate this Contract by serving written notice to Contractor of its intent to terminate the Contract. If the Contract is terminated by the County, Contractor will be compensated for the work satisfactorily performed up to the termination date.

#### **ARTICLE VIII – TERMINATION FOR CONVENIENCE**

**Paragraph 8.0** In the event that the County determines that it is no longer in its best interest to provide these services through the use of an independent contractor, the County may terminate this Contract, without any liability whatsoever upon the County, by giving (10) days notice in writing (by hand delivery or posting in the U.S. Mail) to Contractor, stating the reasons for such termination. If the Contract is terminated by the County, Contractor will be compensated for the work satisfactorily performed up to the termination date.

**Paragraph 8.1** Upon termination of the Contract, the Contractor shall immediately turn over to the County all information, reports, data, equipment, etc, in its possession, respective of whether such information, report data, equipment is in a completed form.

#### **ARTICLE VIX - SUSPENSION OF WORK**

**Paragraph 9.0** **COUNTY** may order **CONTRACTOR** in writing to suspend, delay or interrupt all or any part of the work for such period of time as it may determine appropriate for the convenience of **COUNTY**. The time for completion of the work shall be extended by the number of days the work is suspended. **COUNTY** shall not be responsible for any claims, damages or cost stemming from any delay of the project.

#### **ARTICLE X - INDEPENDENT CONTRACTOR**

**Paragraph 10.0** Nothing contained herein shall be deemed to create any relationship other than that of an independent contractor between the County and Contractor. Under no circumstances shall Contractor, its subcontractor, directors, officers, employees, agents, partners, successors or assigns be deemed employees, agents, partners, successors, assigns or legal representatives of the County. Contractor acknowledges that its subcontractors, directors, officers, employees, agents and assigns shall have no right of redress pursuant to the personnel rules and regulations of Fulton County.

#### **ARTICLE XI - PROVIDE COUNTY INSURANCE REQUIREMENTS**

**Paragraph 11.0** All insurance shall be provided to and accepted by the County in accordance with the requirements stated in the specifications of the Bid Documents.

**Paragraph 11.1** Contractor acknowledges that insurance meets all requirements under state law including solvency of surety and status of Georgia surety.

**Paragraph 11.2** It shall be the Contractor's responsibility to monitor the status of the insurance company to be certain that the policies continue to be current and valid during the

entire term of the contract. If a policy becomes invalid for any reason, the Contractor must provide the County with a current, valid policy within ten (10) days.

## **ARTICLE XII - VARIATIONS OR MODIFICATIONS TO CONTRACT**

**Paragraph 12.0** This Contract and the incorporated documents constitute the entire agreement between the County and Contractor and there are no further written or oral agreements with respect thereto. No variation or modification of this Contract, and no waiver of this provision, shall be valid unless in writing, comply with change order procedure 800-6 and approved by the Board of Commissioners.

## **ARTICLE XIII - NON-DISCRIMINATION**

**Paragraph 13.0** Contractor agrees to comply with federal and state laws, rules and regulations and the County's policy relative to non-discrimination in employment practices and to non-discrimination in client and client services practices regarding political affiliation, religion, race, color, sex, disability, age or national origin.

## **ARTICLE XIV - SEVERABILITY OF TERMS**

**Paragraph 14.0** If any part or provision of this Contract is held invalid, the remainder of this Contract shall not be affected thereby and shall continue in full force and effect.

## **ARTICLE XV - CAPTIONS**

**Paragraph 15.0** The captions are inserted herein only as a matter of convenience and for reference and in no way define limits or describe the scope of this Contract or the intent of the provision thereof.



**ARTICLE XVI - NOTICES**

**Paragraph 16.0** Any and all notices referred under this Contract shall be sent, via certified mail, to the following individual on behalf of Fulton County:

Andrew Stokes  
Area Manager  
Greater Fulton Division

141 Pryor St SW  
Suite G-032  
Atlanta, Ga. 30311

With copies to the Director of Fulton County General Services Department and the County Attorney.

Furthermore, any and all notices required under this Contract shall be sent via certified mail, to the following individual on behalf of the Contractor.

Contractor's Name  
Owner  
Contractor's Company Name

Contractor's  
Address

**ARTICLE XVII - WAIVER OF BREACH**

**Paragraph 17.0** The waiver by either party of a breach or violation of any provision of this Contract, shall not operate or be construed to be, a waiver of any subsequent breach or violation of the same or other provision thereof.

**ARTICLE XVIII - COOPERATION WITH OTHER CONTRACTORS**

**Paragraph 18.0** **CONTRACTOR** will undertake the Scope of Services in cooperation with and in coordination with other studies, projects or related work performed for, with or by **COUNTY** employees, appointed with other contractors, **CONTRACTOR** shall fully cooperate with such other related consultants and **COUNTY** employees or appointed committees. **CONTRACTOR** shall provide within his schedule or work, time and effort to coordinate with other contractors under contract with **COUNTY**. **CONTRACTOR** shall not commit or permit any act, which will interfere with the performance of work by any other contractors or by **COUNTY** employees.

**ARTICLE XIX - FORCE MAJEURE**

**Paragraph 19.0** Neither the County nor the Contractor shall be deemed in violation of this Contract if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to, acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, or catastrophic failure of public transportation, provided however, that nothing herein shall relieve or be construed to relieve the Contractor from performing its obligations hereunder in the event of riots, rebellions, or legal strikes.

**ARTICLE XX - PERSONNEL AND EQUIPMENT**

**Paragraph 20.0** **CONTRACTOR** shall identify in writing a project manager who shall have sole authority to represent **CONTRACTOR** on all manners pertaining to this Contract. **CONTRACTOR** represents that it has secured or will secure, at its' own expense, all equipment and personnel necessary to complete Contractor's Services under the Contract, none of whom shall be employees of or have any contractual relationship with **COUNTY**. All of the services required hereunder will be performed by **CONTRACTOR** under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

**ARTICLE XXI - GOVERNING LAW**

**Paragraph 21.0** This Contract shall be governed in all respects as to validity, construction, capacity, performance or otherwise by the laws of the State of Georgia

**In witness whereof**, the parties have executed this Contract.

**Company's Name**

\_\_\_\_\_  
Contractor's Name

Contractor's Title

(seal)

Approved as to Form:

Attest:

\_\_\_\_\_  
Office of the County Attorney

\_\_\_\_\_  
Mark Massey

Clerk to the Commission

(seal)

Approved as to Content:

**For Fulton County**

\_\_\_\_\_  
Willie A. Hopkins, Jr., Director  
General Services Department

\_\_\_\_\_  
Karen C. Handel, Chairman  
Board of Commissioners

**END OF SECTION 7 – Sample Contract Agreement**

**SECTION 8A****PERFORMANCE BOND REQUIREMENTS**

No contract with Fulton County for work to be done shall be valid for any purpose unless the Contractor shall give a Performance Bond with good and sufficient surety payable to, in favor of and for the protection of Fulton County. The Performance Bond shall be in the amount of at 100% of the total contract amount payable by the terms of the Contract and shall be written on the enclosed form.

Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business as a surety in Georgia.

Attestation for the corporation must be by the corporate officer; for a partnership by another partner; for an individual by a notary with the corporate seal.

**PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS** [INSERT CONTRACTOR NAME] (hereinafter called the "Principal") and [insert name of surety] (hereinafter called the "Surety"), are held and firmly bound unto **FULTON COUNTY**, a political subdivision of the State of Georgia (hereinafter called the "Owner") and their successors and assigns, the penal sum of [100% of contract amount], lawful money of the United States of America, for the payment of which the principal and the Surety bind themselves, their administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has entered, or is about to enter, into a certain written contract (Contract) with the Owner, dated \_\_\_\_\_, which is incorporated herein by reference in its entirety, for the [NAME OF PROJECT], more particularly described in the Contract (herein called the "Project"); and

**NOW, THEREFORE**, the conditions of this obligation are as follows, that if the Principal shall fully and completely perform all the undertakings, covenants, terms, conditions, warranties, and guarantees contained in the Contract, including all modifications, amendments, changes, deletions, additions, and alterations thereto that may hereafter be made, then this obligation shall be void; otherwise it shall remain in full force and effect.

Whenever the Principal shall be, and declared by the Owner to be, in default under the Construction-Type Contract, the Surety shall promptly remedy the default as follows:

1. Complete the Contract in accordance with its terms and conditions; or, at the sole option of the Owner,
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the Surety and the Owner of the lowest responsible bidder, arrange for a contract between such bidder and Owner and make available as the work progresses (even though there should be a default or succession of defaults under the Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the penal sum set forth in the first paragraph hereof, as may be adjusted, and the Surety shall make available and pay to the Owner the funds required by this Paragraph prior to the payment of the Owner of the balance of the contract price, or any portion thereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the Owner to the Contractor under the Contract, and any amendments thereto, less the amount paid by the Owner to the Contractor; or, at the sole option of the Owner,
3. Allow Owner to complete the work and reimburse the Owner for all reasonable costs incurred in completing the work.

In addition to performing as required in the above paragraphs, the Surety shall indemnify and hold harmless the Owner from any and all losses, liability and damages, claims, judgments, liens, costs and fees of every description, including reasonable attorney's fees, litigation costs and expert witness fees, which the Owner may incur, sustain or suffer by reason of the failure or default on the part of the Principal in the performance of any or all of the terms, provisions, and requirements of the Contract, including any and all amendments and modifications thereto, or incurred by the Owner in making good any such failure of performance on the part of the Principal.

The Surety shall commence performance of its obligations and undertakings under this Bond promptly and without delay, after written notice from the Owner to the Surety.

The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and any other amendments in or about the Contract, and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, change in payment terms, and amendments.

The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment to the Contract, so as to bind the Principal and the Surety to the full and faithful performance of the Contract as so amended or modified, and so as to increase the penal sum to the adjusted Contract Price of the Contract.

No right of action shall accrue on this Bond to or for the use of any person, entity or corporation other than the Owner and any other obligee named herein, or their executors, administrators, successors or assigns.

This Bond is intended to comply with O.C.G.A. Section 36-91-1 et seq., and shall be interpreted so; as to comply with; the minimum requirements thereof. However, in the event the express language of this Bond extends protection to; the Owner beyond that contemplated by O.C.G.A. Section 36-91-1 et seq. and O.C.G.A. Section 13-10-1, as amended, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the Owner, whether or not such protection is found in the applicable statutes.

**IN WITNESS WHEREOF** the undersigned have caused this instrument to be executed and their respective corporate seals to be affixed and attested by their duly authorized representatives this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_(SEAL)  
(Principal)

By:\_\_\_\_\_

Attest:

\_\_\_\_\_  
Secretary

\_\_\_\_\_(SEAL)  
(Surety)

By:\_\_\_\_\_

Attest:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
(Address of Surety's Home Office)

\_\_\_\_\_  
(Resident Agent of Surety)

**END OF SECTION 8A – PERFORMANCE BOND REQUIREMENTS**

**SECTION 8B****PAYMENT BOND REQUIREMENTS**

No Contract with Fulton County for work to be done shall be valid for any purpose unless the Contractor shall give a Payment Bond with good and sufficient surety payable to Fulton County for the use and protection of all sub-contractors and all persons supplying labor, materials, machinery, and equipment in the prosecution of the work provided for in the Contract. The Payment Bond shall be in the amount of 100% of the total contract amount payable by the terms of the Contract and shall be written on the following form.

Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Georgia.

Attestation for the corporation must be by the corporate officer; for a partnership by another partner; for an individual by a notary with the corporate seal.

**PAYMENT BOND**

**KNOW ALL MEN BY THESE PRESENTS** that [insert name of contractor] (hereinafter called the "Principal") and [insert name of surety] (hereinafter called the "Surety"), are held and firmly bound unto **FULTON COUNTY**, a political subdivision of the State of Georgia (hereinafter called the "Owner"), its successors and assigns as obligee, in the penal sum of [100% of contract amount], lawful money of the United States of America, for the payment of which the Principal and the Surety bind themselves, their administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has entered, or is about to enter, into a certain written contract with the Owner, dated [insert date of contract], which is incorporated herein by reference in its entirety (hereinafter called the "Contract"), for construction-type services of a project known as [insert name of project], as more particularly described in the Contract (hereinafter called the "Project");

**NOW, THEREFORE**, the condition of this obligation is such that if the Principal shall promptly make payment to all persons working on or supplying labor or materials under the Contract, and any amendments thereto, with regard to labor or materials furnished and used in the Project, and with regard to labor or materials furnished but not so used, then this obligation shall be void; but otherwise it shall remain in full force and effect.

1. A "Claimant" shall be defined herein as any subcontractor, person, party, partnership, corporation or the entity furnishing labor, services or materials used, or reasonably required for use, in the performance of the Contract, without regard to whether such labor, services or materials were sold, leased or rented, and without regard to whether such Claimant is or is not in privity of contract with the Principal or any subcontractor performing work on the Project, including, but not limited to, the following labor, services, or materials: water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. In the event a Claimant files a lien against the property of the Owner, and the Principal fails or refuses to satisfy or remove it promptly, the Surety shall satisfy or remove the



lien promptly upon written notice from the Owner, either by bond or as otherwise provided in the Contract.

3. The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in the payment terms, and any other amendments in or about the Contract and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and amendments.

4. The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment or modifications to the Contract, so as to bind the Principal and Surety, jointly and severally, to the full payment of any Claimant under the Contract, as amended or modified, provided only that the Surety shall not be liable for more than the penal sum of the Bond, as specified in the first paragraph hereof.

5. This Bond is made for the use and benefit of all persons, firms, and corporations who or which may furnish any materials or perform any labor for or on account of the construction-type services to be performed or supplied under the Contract, and any amendments thereto, and they and each of them may sue hereon.

6. No action may be maintained on this Bond after one (1) year from the date the last services, labor, or materials were provided under the Contract by the Claimant prosecuting said action.

7. This Bond is intended to comply with O.C.G.A. Section 13-10-1, and shall be interpreted so as to comply with the minimum requirements thereof. However, in the event the express language of this Bond extends protection to the Owner beyond that contemplated by O.C.G.A. Section 13-10-1, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the Owner, whether or not such protection is found in the applicable statutes.

**IN WITNESS WHEREOF**, the Principal and Surety have hereunto affixed their corporate seals and caused this obligations to be signed by their duly authorized representatives this \_\_\_\_\_ of \_\_\_\_\_.

\_\_\_\_\_(SEAL)  
(Principal)

By: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Secretary

\_\_\_\_\_(SEAL)  
(Surety)

By: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
(Address of Surety's Home Office)

\_\_\_\_\_  
(Resident Agent of Surety)

**END OF SECTION 8B – PAYMENT BOND REQUIREMENTS**

**SECTION 9****TECHNICAL SPECIFICATIONS  
06ITB49315YC  
LANDSCAPE MAINTENANCE SERVICES****TECHNICAL REQUIREMENTS**

The Landscape contractor awarded this bid must meet the following criteria:

- A. The company must have and use on Fulton County sites approved Landscape vehicles in good working condition, be acceptable in appearance, and must be marked with the company's name on both sides. The company shall use only commercial landscape maintenance equipment on Fulton County sites. Fulton County reserves the right to inspect equipment prior to an award being made. In no way shall an inspection be perceived by the bidder as a successful award.
- B. The personnel of the company that will work on Fulton County sites must be uniformed with the company's logo on their uniform. The company's employees must conduct themselves in a professional manner while on the county's sites. At least one (1) contact person on each crew must be able to communicate verbally with the Fulton County Contract Administrator to resolve any issues on site. At least one (1) member of each crew that works on Fulton County sites must have a valid Georgia Driver's License.
- C. If you plan to sub-contractor any portion of these landscape maintenance services, you must identify the sub-contractor(s) by business name, address and telephone number.
- D. The company shall submit with their bid a current and valid copy of their business license. The business license must be in the same name as the company, and the application date cannot be later than this bid open date. Failure to submit a copy of this license with the bid package will result in the bidding company's disqualification from this bid process.

**TURF MAINTENANCE REQUIREMENTS**

- 1. Mowing, edging and trimming shall be performed each visit during the growing season and as needed thereafter. Sites shall be visited every week throughout the year regardless of season. Turf shall be mowed at appropriate height for industry standards. String trimmers will be used to cut debris and grass that cannot be mowed. Chemical trimming along building, poles and fences must not exceed four (4) inches in width. The contractor shall be responsible for edging all curbs, walkways, etc., with a gas edger every week during the growing season, and on an as-needed basis thereafter. Detention ponds are to be included as part of the site maintenance and are subject to the same mowing schedule. Trash shall be removed from all turf areas prior to mowing each visit.
- 2. Fire ants and other insects and/or diseases that are detrimental to the health and appearance of the turf shall be controlled by approved product applications.
- 3. The contractor shall be responsible for the removal and proper disposal of leaves. This must be done on a continuing basis and leaves shall not be allowed to accumulate excessively. In the fall, leaf removal shall be done two (2) times per week.

4. All detention ponds shall be considered part of the site and therefore shall be maintained on the same schedule as the rest of the sites.

### **TREE AND ORNAMENTAL PLANT MAINTENANCE REQUIREMENTS**

1. The contractor is responsible for maintaining all ornamental beds in a weed-free condition. In addition to hand pulling, appropriate pre and post emergent herbicides may be used to control weeds. Non-selective herbicides must never be applied to any desirable plant material. All trash shall be removed from all ornamental beds each visit.
2. All ornamental beds shall be trench-edged along all adjoining lawn areas. This edge shall follow the established flow of the bed lines and be two to three inches deep, with pine straw or mulch tucked into the trench. Beds shall be edged periodically to maintain a clean edge. The trench-edge shall be made by using appropriate equipment, such as a flat-edge spade, or/a half-moon edger. Garden tillers etc. shall not be used.
3. All landscape beds shall be mulched with pine straw to a depth of three (3) inches as follows:
  - a. Mulching shall be done three times by April, by August, and by December.
  - b. The pine straw must be tucked under and around the plant material. All ornamental beds shall be mulched within 30 days of the day on which the contract was awarded. Graded pine bark may be substituted upon approval of this contract administrator. Any areas where mulch washes, deteriorates or otherwise does not adequately cover soil shall be re-mulched as necessary to maintain cover.
  - c. **Vendor shall provide all pine straw, mulch and pine bark.**
4. All trees, shrubs and ground cover shall be fertilized three times a year. Apply an appropriate liquid fertilizer in April and again during the growing season per label directions. Plant material shall be fertilized again in October-November with a slow-release fertilizer. Vendor shall provide all fertilizer.
5. All shrubs and ground cover shall be pruned as necessary to maintain a neat and natural shape within the planting boundaries. Any dead wood shall be pruned out on a regular basis. All trees shall be limbed up uniformly according to design and plant habit, with suckers removed as necessary. Crape myrtles shall only be limbed up, with suckers being removed as necessary. Crape myrtles shall remain in tree form. Perennials shall be cleared of decaying leaves and pruned backed by hand when fully dormant. Perennials, daylillies, etc., shall not be mowed or pruned back with a weed eater.
6. All insects and diseases that are detrimental to the appearance and/or health of the plant must be controlled as either is detected. All applications shall be made when people are not present and wind would not cause drift from the target site. Safety procedures shall be followed during all applications. All pesticides must be applied in accordance with label rates.
7. Contractor is required to provide annual color two (2) times per year where annual color is now present. Annuals must remain in thriving and vigorous condition during growing seasons. Any annuals that show decline shall be replaced as determined by the grounds division. Replacement will be at the expense of the contractor. Fall planting shall be completed prior to November 9. Spring planting shall be completed prior to May 15.

## MISCELLANEOUS SITE REQUIREMENTS

1. Trash and debris shall be removed from the entire site, to include parking areas, walkways and other hard surfaces each site visit. Trash cans on the exterior of the building must be emptied each site visit, with a new trash can liner being placed in the trashcan. All trash and debris other than leaves may be placed in the dumpster on site where available. Leaves may not be placed into trashcans or dumpster.
2. Drainage and grate inlets must be kept clear of debris at all times. Leaves and debris shall not be allowed to accumulate on drains and grates.
3. Contractor is required to water all ornamental plants during dry or drought periods, with the exception of lawn areas.
4. Contractor is required to provide snow and ice removal at the sites. Contractor must clear parking areas, walkways and entrances prior to the facilities opening for business. Facilities must remain ice-free throughout business hours. The contractor shall use ice melt products or suitable alternatives. However, if plant material in surrounding beds is damaged or killed by any ice melt products, the contractor must replace the plant with the same type and size of the plant that was damaged or killed. Replacement must be completed within three (3) months of damage.

## TECHNICAL REPORTS

The bidder is required to submit a technical report on services calls within five (5) days of completion. The bidder will not receive payment for any invoices until the technical report is received. The report must contain the following information:

1. Detailed description of services performed.
2. Start time and completion time of services.
3. Date services were performed.
4. Location of services.

## AUTHORIZATION TO PLACE CALLS

The following is a list of personnel authorized to place calls against this contract and approve overtime. Failure to receive proper authorization prior to providing the service and/or parts can be grounds for nonpayment of invoice.

Name	Title	Phone
Kirby Ragins	Grounds Manager	(404)730-3009
Rickey Cuthbert	Grounds & Parks Maintenance Supervisor	(404)699-8937

## SITE VISIT AND UNDERSTANDING OF BID DOCUMENTS

Before submitting a bid, **each bidder shall thoroughly examine the bid documents and shall visit and inspect the sites of the required work.** The bidder shall fully inform himself, prior to bid submittal, as to the existing and/or special conditions, difficulties and limitations under which the work is to be performed. Each bidder shall also include in his/her bid price, an amount sufficient to cover the cost of all materials, and equipment needed in the prosecution of the work as specified in the bid documents. No consideration will be given for any misunderstanding or claims regarding work to be performed that are due to facts of which the bidder should have made

himself aware of as result of his inspections and examinations. By submitting a bid, the bidder agrees and warrants that he/she has examined both the site and the contract documents, and that the specifications are adequate for the production of the work with the required results as indicated therein. Failure to perform a site visit may cause for disqualification of your bid.

## **WORKING HOURS**

This contract is to provide services on a scheduled basis. Services may be performed any time between the hours of 7:00 a.m. and 6:00 p.m., Monday through Friday; rain days must be made up; however, noisy and/or loud sounding equipment shall not be operating at times which would be likely to disturb nearby residents. Any work performed outside of normal working hours (including weekends and holidays) shall observe these same noise restrictions. The successful contractors must respond to requests in accordance with the following criteria:

- A. Emergency requests: Services must be provided within one (1) hour to mitigate the emergency situation.
- B. Urgent requests: Services must be provided within twelve (12) hours.
- C. Routine request: Services must be provided within two (2) days.

## **BIDDERS QUALIFICATIONS**

The special nature of the work environment and the services to be performed requires a contractor with specific experience in this type of service. The bidder must have a minimum of three (3) years experience doing this type of work. Selected bidder must obtain any and all required licenses or permits at no expense to the County and must possess them before a purchase order or contract will be issued.

## **THE USE OF SUBCONTRACTORS**

The successful bidder(s) shall require each subcontractor, to the extent of the work to be performed by the subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these Documents, assumes towards the County. Said agreement shall preserve and protect the rights of the County under the Contract Documents with respect to the work to be performed by the subcontractor so that the subcontracting thereof will not prejudice such rights, and shall allow to the subcontractor, unless specifically provided otherwise in the Contract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contract, by these Documents has against the County. Wherever appropriate, the Contractor shall require each subcontractor to enter into similar agreements with their subcontractors.

**The Contractor shall make available to each proposed subcontractor, prior to the execution of such entities' agreement with the Contractor, copies of the Contract to which the subcontractor will be bound, and identify to the subcontractor any terms and conditions of the proposed Contract which may be at variance with the contract. Each subcontractor shall similarly make copies of such documents available to their subcontractors, who shall also be bound therein.**

**In the event that a subcontractor fails to perform as required according to the Contract, the Contractor, at the written direction of the County and such notice as is proper according to the Contract, shall direct and guarantee the removal or replacement of said subcontractor at no cost to the County. If desired by the County, the work which was to be performed by subcontractor shall then be removed from the subcontractor's work and shall be performed by contractor working directly for the County.**

**INVOICING**

Invoice should be sent to the address below to expedite payment of invoices.

**General Services Department, Grounds Division**

Attn: Ricky Cuthbert (404) 699-8937

125 Willis Mill Road, SW

Atlanta, GA 30311

Invoice submitted must include the purchase order number, item number(s) and item description(s), and net prices.

Invoices will be returned unpaid to the vendor when one of the following conditions exists:

- A. Invoice does not contain all the required information.
- B. Price on the invoice does not correspond to the bid price.

The bidder agrees to observe Fulton County's goal of paying all valid invoices within thirty (30) days of receipt by the General Services Department.

Fulton County shall make payment to Contractor by U.S. Mail approximately thirty (30) days after the receipt of a proper invoice by the Fulton County General Services Department. Parties hereto expressly agree that the above contract term shall supercede the rates of interest, payment periods, and contract and sub-contract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1etseq, pursuant 13-11-7(b), and the rates of interest, payment periods, and contract and sub-contract terms provided for under the Prompt Pay Act shall have no application to this contract; parties further agree that Fulton County shall not be liable for any interest or penalty arising from late payments.

The prime contractor must certify in writing that all subcontractors and suppliers have been promptly paid for work and materials and previous progress payments received, less any retainage by the prime contractor prior to receipt of any further progress payments. In the event the prime contractor is unable to pay subcontractors or suppliers until it has received a progress payment from Fulton County, the prime contractor shall pay all subcontractors or suppliers funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County.

The successful vendor will comply with all lawful agreement, if any, which the said successful vendor has made with any association, union, or other entity with respect to wages, salaries and working conditions as not to cause inconvenience, picketing, or work stoppages.

**INSPECTION AND ACCEPTANCE**

All work (which term includes but is not restricted to materials, workmanship) shall be subject to inspection by Fulton County at any reasonable time and place prior to acceptance. Any such inspection is for the sole benefit of Fulton County and shall not relieve the contractor of the responsibility of providing quality control measures to assure the work strictly complies with the contract requirements. No inspection by Fulton County shall be construed as constituting or implying acceptance. Inspection shall not relieve the contractor of responsibility for damage to or loss of property, material, etc., prior to final acceptance of services completed.

The contractor shall without change, replace any material or correct any workmanship found by Fulton County not to conform to the contract requirements unless in the public interest, Fulton

County consents to accept such material or workmanship with an appropriate adjustment in contract price. The contract shall promptly segregate and remove rejected material from the premises at the contractor's expense.

If the contractor does not promptly replace rejected material or correct objected workmanship, Fulton County may, by contract or otherwise, replace such material or correct such workmanship and charge the cost thereof to the contractor.

Unless otherwise provided in this contract, acceptance by Fulton County Government shall be made as promptly as practicable after completion and inspection of all work required by this contract or that portion of the work that Fulton County determines can be accepted separately.

## **FINAL ACCEPTANCE**

The technical point of contact will make a determination that the work of the contractor is complete and acceptable in accordance with the provisions of the contract documents.

In the event that the final inspection reveals deficiencies in meeting the contract requirements, the contractor shall complete all remaining items of work expeditiously, and make adjustments found to be necessary. Upon receipt of written notice from the contractor that the work is complete and ready for re-inspection, the technical point of contact will make a final inspection.

The contractor shall be notified in writing by Fulton County of final acceptance of the work. The date of final acceptance shall be the termination date for the contractor's liability for the physical properties of the project.

## **NON-PERFORMANCE**

- A. If a deficiency is not properly addressed within the correction period given or if the same problem recurs, County may withhold a portion of the payment.
- B. Any decision to invoke the penalties delineated in this section will be made solely by the Greater Fulton or Central Fulton Assistant Directors or the Assistant Director, Administration, of the General Services Department of Fulton County.
- C. No monies, exceeding \$1,000.00, will be withheld without prior written notification to the Contractor by the Greater Fulton or Central Fulton Assistant Directors or the Assistant Director, Administration, General Services Department.
- D. The bidder will be notified in writing of the intent by Fulton County to invoke a penalty. The bidder has three (3) working days to respond to the notification and provide an explanation of what has been accomplished to preclude the problem from recurring. Failure to respond to the written notification can be grounds for termination of the contract.

## **BID SUBMITTAL**

The bidder(s) must possess and shall submit the following documents with their bid:

1. Bidder(s) shall submit an original and two (2) copies of bid package.
2. Bidder(s) are required to submit proof of ability to provide required insurance with bid package.



3. Bidder(s) are required to submit proof of ability to provide Performance and Payment Bond in the amount equal one hundred percent (100%) of one year's cost of service.
4. Bidder(s) are required to submit a current and valid Georgia Department of Agriculture Pesticide Contractor License, in the company's name. The license application date cannot be later than the bid open date.
5. Bidder(s) are required to submit copies of any and all valid Georgia Department of Agriculture Pesticide Applicators License, in category 24, ornamental and turf.
6. Bidder(s) shall submit a minimum of three (3) written references documenting the goods, materials, equipment, or services for which the bidder is submitting a bid response.
7. Bidder(s) are required to submit a copy of their current business license for similar and/or same type services required under this bid.

**Failure to submit the require documents shall result in disqualification from this bid for being deemed non-responsive.**

#### **END OF SECTION 9 – TECHNICAL SPECIFICATIONS**

**Remarks or Exceptions:**

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## SECTION 10

## BID PRICING FORM

## GROUP I (NORTH SITES)

Alpharetta Greenhouse  
11595 Maxwell Rd.  
Alpharetta, GA 30201

\$\_\_\_\_\_/MO (1)

Alpharetta Library  
238 Canton Street  
Alpharetta, GA 30201

\$\_\_\_\_\_/MO (2)

Dogwood Pumping Station  
9695 Dogwood Road  
Roswell GA 30375

\$\_\_\_\_\_/MO (3)

Meter Reading Section  
95 Academy Street  
Alpharetta, GA 30336

\$\_\_\_\_\_/MO (4)

North Fulton Health Center  
2181 Strickland Rd.  
Roswell, GA 30075

\$\_\_\_\_\_/MO (5)

Northeast Spruill Oaks Library  
9560 Spruill Rd.  
Alpharetta, GA 30022

\$\_\_\_\_\_/MO (6)

Roswell Library  
115 Norcross Street  
Roswell, GA 30075

\$\_\_\_\_\_/MO (7)

Roswell Neighborhood Senior Center  
1250 Warsaw Rd.  
Roswell, GA 30314

\$\_\_\_\_\_/MO (8)

Sandy Springs Recycling Center  
470 Morgan Falls Rd., NE  
Sandy Springs, GA 30350

\$\_\_\_\_\_/MO (9)

Sandy Springs Health Center  
330 Johnson Ferry Rd. NE  
Atlanta, GA 30328

\$\_\_\_\_\_/MO (10)

Sandy Springs Historical Site  
6075 Sandy Spring Circle  
Atlanta GA 30328

\$\_\_\_\_\_/MO (11)

Sandy Springs Historical Site  
6110-6118 Bluestone Road  
Atlanta GA 30328

\$\_\_\_\_\_/MO (12)

Sandy Springs Library  
395 Mt. Vernon Highway  
Atlanta GA 30328

\$\_\_\_\_\_/MO (13)

South Johnson Ferry Vacant House  
1430 Johnson Ferry Road  
Atlanta GA 30328

\$\_\_\_\_\_/MO (14)

North Training Center  
5025 Roswell Road  
Atlanta GA 30342

\$\_\_\_\_\_/MO (15)

Ocee Library  
5090 Abbott's Bridge Road  
Alpharetta GA 300005

\$\_\_\_\_\_/MO (16)

Northside Library  
3295 Northside Parkway NW  
Atlanta GA 30327

\$\_\_\_\_\_/MO (17)

Auburn Senior Center  
300 Auburn Ave., SE  
Atlanta, GA 30303

\$\_\_\_\_\_/MO (18)

Benson Senior Center  
6500 Vernon Woods Dr.  
Sandy Springs, GA 30328

\$\_\_\_\_\_/MO (19)

Buckhead Library  
269 Buckhead Ave., NE  
Atlanta, GA 30305

\$\_\_\_\_\_/MO (20)

Buckhead Health Center  
465 Pharr Road, NE  
Atlanta, GA 30305

\$\_\_\_\_\_/MO (21)

Helens Mills Senior Center  
515 John Wesley Dobbs Ave.  
Atlanta, GA 30312

\$\_\_\_\_\_/MO (22)

North Annex  
7741 Roswell Road  
Roswell, GA 30328

\$\_\_\_\_\_/MO (23)

Northeast Health Center  
626 Parkway Dr., NE  
Atlanta, GA 30308

\$\_\_\_\_\_/MO (24)

Ponce De Leon Library  
980 Ponce De Leon Ave.  
Atlanta, GA 30306

\$\_\_\_\_\_/MO (25)

Snow and ice removal

\$\_\_\_\_\_/per man/per hr (26)

**Total price for all sites per month for  
Group I (North Sites):**

**\$\_\_\_\_\_/MO (27)**

### **ADDITIONAL WORK**

In the event additional work outside the scope of work as previously defined under "Turf and Tree and Ornamental Plant Maintenance Requirements" is required, the vendor will submit to the Contract Administrator an estimate for the work to be carried out, clearly indicating the material cost and labor cost. The work will be carried out only after obtaining written acceptance of the proposal by the Contract Administrator.

Prior to the start of the contract and after an initial walk through of the site has been completed, if the vendor determines that it is necessary to bring a particular site up to acceptable industry standards, the vendor must notify the Contract administrator in writing detailing the requirements and clearly indicating the material cost and labor cost. The work will be carried out only after obtaining written acceptance of the proposal by the Contract Administrator.

Additional work \$\_\_\_\_\_/per man/per hour (28)

### **GROUP II (SOUTH SITES)**

Oak Hill Homes, to include Ball Field &  
Pool area  
2799 Metropolitan Pkwy SW.  
Atlanta, GA 30315

\$\_\_\_\_\_/MO (29)

Animal Control Center, to include barn  
860 Marietta Blvd., NW  
Atlanta, GA 30318

\$\_\_\_\_\_/MO (30)

(no pesticide will be used within the fence)

Fulton County Transportation  
Customer Service Building, to  
include area outside of fence &  
down Law Street  
1090 Jefferson Street  
Atlanta, GA 30318

\$\_\_\_\_\_/MO (31)

Central Maintenance Facility  
895 Marietta Blvd.  
Atlanta, GA 30318

\$\_\_\_\_\_/MO (32)

Jefferson Place Homeless Shelter 1135 Jefferson Street, NW Atlanta, GA 30318	\$_____/MO (33)
Pre-Trail Intake 1101 Jefferson Street, NW Atlanta, GA 30318	\$_____/MO (34)
Sheriff Dept. Warehouse 675 Rice Street Atlanta GA 30318	\$_____/MO (35)
Sheriff Fleet Division 1135 Jefferson Street Atlanta GA 30318	\$_____/Mo (36)
Public Building Warehouse 780 Marietta Blvd. Atlanta GA 30318	\$_____/MO (37)
Mental Health Operations Division 1090 Jefferson Street Atlanta, GA 30318	\$_____/MO (38)
Jail Complex 901 Rice Street Atlanta GA 30318	\$_____/MO (39)
Fulton County Jail Barracks and Office Bldg. 1101 Jefferson St. Atlanta GA 30318	\$_____/MO (40)
Rice Street Triangle Property Rice Street & Marietta Blvd. Atlanta GA 30318	\$_____/MO (41)
Judge Romae T. Powell Juvenile Justice Center/Mechanicsville Library 400 Formwalt St. SW Atlanta GA 30312	\$_____/MO (42)
Glen Iris Statues Glen Iris and Freedom Parkway Atlanta GA 30306	\$_____/MO (43)
Medical Examiner 430 Pryor Street Atlanta GA 30312	\$_____/MO (44)
Main Health Center 99 Jesse Hill Jr. Drive Atlanta GA 30303	\$_____/MO (45)

Alcohol and Drug Treatment Center  
265 Boulevard NE  
Atlanta GA 30312  
Including the parking lot  
across Highland Ave

\$\_\_\_\_\_/MO (46)

Fulton County Airport Terminal Bldg.  
Including parking lot  
3952 Aviation Circle  
Atlanta GA 30336

\$\_\_\_\_\_/MO(47)

Snow and ice removal

\$\_\_\_\_\_/per man/per hr (48)

**Total price for all sites per month in  
Group II (South sites):**

**\$\_\_\_\_\_/MO (49)**

### **ADDITIONAL WORK**

In the event additional work outside the scope of work as previously defined under "Turf and Tree and Ornamental Plant Maintenance Requirements" is required, the vendor will submit to the Contract Administrator an estimate for the work to be carried out, clearly indicating the material cost and labor cost. The work will be carried out only after obtaining written acceptance of the proposal by the Contract Administrator.

Prior to the start of the contract and after an initial walk through of the site has been completed, if the vendor determines that it is necessary to bring a particular site up to acceptable industry standards, the vendor must notify the Contract administrator in writing detailing the requirements and clearly indicating the material cost and labor cost. The work will be carried out only after obtaining written acceptance of the proposal by the Contract Administrator.

Additional work \$\_\_\_\_\_/per man/per hour (50)

### **GROUP III (FIRE STATIONS)**

Fire Station #2  
135 Johnson Ferry Rd.  
Sandy Springs, GA 30328

\$\_\_\_\_\_/MO (51)

Fire Station #4  
4697 Weiuca Rd.  
Atlanta, GA 30341

\$\_\_\_\_\_/MO (52)

Fire Station #6  
1425 Spalding Drive  
Dunwoody, GA 30328

\$\_\_\_\_\_/MO (53)

Fire Station #8  
3165 Old Alabama Rd.  
Alpharetta, GA 30201

\$\_\_\_\_\_/MO (54)

Fire Station #10  
15260 Thompson  
Alpharetta, GA 30201 \$\_\_\_\_\_/MO (55)

Fire Station #12  
10205 Medlock Bridge Pkwy  
Duluth, GA 30136 \$\_\_\_\_\_/MO (56)

Fire Station #14  
12670 Arnold Mill Rd.  
Roswell, GA 30075 \$\_\_\_\_\_/MO (57)

Fire Station #18  
750 Hickory Flat Rd.  
Alpharetta, GA 30006 \$\_\_\_\_\_/MO (58)

Fire Station #20  
Roger Rd.  
Duluth, GA 30097 \$\_\_\_\_\_/MO (59)

Fire Station #22  
6025 Heards Road  
Atlanta, GA 30328 \$\_\_\_\_\_/MO (60)

**Total price for Group III  
(Fire Stations) per month:** \$\_\_\_\_\_/MO (61)

### ADDITIONAL WORK

In the event additional work outside the scope of work as previously defined under "Turf and Tree and Ornamental Plant Maintenance Requirements" is required, the vendor will submit to the Contract Administrator an estimate for the work to be carried out, clearly indicating the material cost and labor cost. The work will be carried out only after obtaining written acceptance of the proposal by the Contract Administrator.

Prior to the start of the contract and after an initial walk through of the site has been completed, if the vendor determines that it is necessary to bring a particular site up to acceptable industry standards, the vendor must notify the Contract administrator in writing detailing the requirements and clearly indicating the material cost and labor cost. The work will be carried out only after obtaining written acceptance of the proposal by the Contract Administrator.

Additional work \$\_\_\_\_\_/per man/per hour (62)

**Total Monthly Cost for All Three (3) Groups:** \$\_\_\_\_\_/Monthly Cost (63)

**END OF SECTION 10 – PRICING FORMS**

**CONTRACTOR'S DISCLOSURE FORM AND QUESTIONNAIRE**

1. Please provide the names and business addresses of each of the Contractor's officers, directors, affiliates and other employees, agents or representative of this form, the subject project **[Insert project title and number]**.

For the purposes of this form, the term "affiliate" of any Contractor shall mean any person or entity that directly or indirectly controls or is controlled by, or is under common control with, such Contractor. "Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through ownership of voting securities, by entreat, or otherwise.

Describe accurately, fully and completely, their respective relationships with said Contractor, including their ownership interests and their anticipated role in the management and operations of said Contractor.

2. Please describe the general development of said Contractor's business during the past five (5) years, or such shorter period of time that said Contractor has been in business.
3. Please state whether any employee, agent or representative of said Contractor who is or will be directly involved in the subject project has or had within the last five (5) years: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

**LITIGATION DISCLOSURE:**

Failure to fully and truthfully disclose the information required, may result in the disqualification of your bid or proposal from consideration or termination of the Contract, once awarded.

1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Contractor. If any answer is yes, explain fully the following:
  - (a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Contractor, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Contractor;
  - (b) whether Contractor was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Contractor from engaging in any type of business practice, or otherwise eliminating any type of business practice; and
  - (c) whether said Contractor's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said Contractor, which directly arose from activities conducted by the business unit or corporate division of said Contractor which submitted a bid or proposal for the subject project. If so please explain.



2. Have you or any member of your firm or team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Circle One:                      YES                      NO

3. Have you or any member of your firm or team been terminated (for cause or otherwise) from any work being performed for Fulton County or any other Federal, State or Local Government, or

Circle One:                      YES                      NO

4. Have you or any member of your firm or team been involved in any claim or litigation with Fulton County or any other federal, state or local government, or private entity during the last ten

Circle One:                      YES                      NO

If you have answered "YES" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

**NOTE: If any response to any question set forth in this questionnaire has been disclosed in any other document, a response may be made by attaching a copy of such disclosure. (For example, said Contractor's most recent filings with the Securities and Exchange Commission ("SEC") may be provided if they are responsive to certain items within the questionnaire.) However, for purposes of clarity, Contractor should correlate its responses with the exhibits by identifying the exhibit and its relevant text.**

Disclosures must specifically address, completely respond and comply with all information requested and fully answer all questions requested by Fulton County. Such disclosure must be submitted at the time of the bid or proposal submission and included as a part of the bid/proposal submitted for this project. Disclosure is required for Contractors, joint venture partners and first-tier subcontractor.

Failure to provide required disclosure, submit officially signed and notarized documents or respond to any and all information requested/required by Fulton County can result in the bid/proposal declared as non-responsive. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

Under penalty of perjury, I declare that I have examined this questionnaire and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2005

\_\_\_\_\_  
(Legal Name of Proponent) (Date)

\_\_\_\_\_  
(Signature of Authorized Representative) (Date)

\_\_\_\_\_  
(Title)

**Sworn to and subscribed before me,**

this \_\_\_\_\_ day of \_\_\_\_\_, 2005

\_\_\_\_\_  
(Notary Public) (Seal)

Commission Expires \_\_\_\_\_  
(Date)